SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA TUESDAY, OCTOBER 14, 2008 COUNTY SERVICES BUILDING BCC CHAMBERS – ROOM 1028 1101 EAST FIRST STREET SANFORD, FLORIDA

Convene BCC Meeting at 9:30 A.M.

# **Opening Ceremonies**

- Invocation
- Pledge of Allegiance

# **Awards and Presentations**

- 1. **Resolution** Proclaiming October 25<sup>th</sup> through November 1<sup>st</sup>, 2008 as The Week of the Family in Seminole County, recognizing the importance of families.
- 2. **Presentation** By Andrew Van Gaale, Port Administrator and Elizabeth Dorworth, Chairman - Seminole County Port Authority.

# **Consent Agenda**

# County Manager's Consent Agenda (Items No. 3 - 30)

# **Administrative Services**

### Purchasing and Contracts

- 3. Approve Amendment #1 to PS-2564-07/JVP- Miscellaneous Capacity and Safety Improvements with Kittelson & Associates, Inc., of Orlando, Florida to replace Section 6 - Payment & Billing to include additional language on Work Order retainage and to replace Section 5 - Compensation to change the Board approved Not-To-Exceed Amount of \$100,000.00 to an Estimated Annual Usage Amount. In addition, approve an increase to the new Estimated Annual Usage amount by an additional \$50,000.00 per year. (Ray Hooper)
- 4. Approve an increase to the Board approved Estimated Annual Usage for PS-3018-08/JVP- Continuous Construction Engineering and Inspection Services Agreement for Midway Regional Stormwater Facility Master Agreement by an additional \$210,000.00 per year. (Ray Hooper)
- 5. Approve Sole Source Procurement and the issuance of Purchase Orders for the acquisition of parts and repair services for the detection equipment at the Criminal Justice Center and other secured locations throughout the County through the life of the equipment with Smiths Detection, Warren, NJ (Not-to-exceed \$40,000.00 per year). (Ray Hooper)
- 6. Approve the cancellation of the First Amendment to Agreement for RFP-2251A-07/VFT with The Center for Affordable Housing, and Corinthian Builders, Inc., both of Sanford, Florida. (Ray Hooper)

- Approve the negotiated rates and award PS-3065-08/DRS- Construction Engineering and Inspection Services for SR 434 Widening & Resurfacing from Montgomery Road to I-4 to Mehta and Associates, Inc, Winter Park, Florida (Estimated Usage Amount of \$1,500,000.00 over the term of the Agreement). (Ray Hooper)
- 8. Approve the negotiated rates and award PS-3166-08/DRS Engineering Study and Design Services for SR 426 at Aloma Woods Stormwater Improvements Project and other projects within Howell Creek Basin to Inwood Consulting Engineers, Oviedo, Florida (Estimated Annual Usage Amount of \$450,000.00). (Ray Hooper)
- 9. Approve a Proprietary Source procurement for the GovMax v5.0 Implementation with MethodFactory, Sarasota (\$157,500.00 excluding reimbursable expenses) (Ray Hooper)
- 10. Approve Change Order #8 to CC-0569-06/TLR with Hubbard Construction Company of Orlando, Florida, in the amount of \$221,320.27, to provide for quantity overruns and underruns due to actual field measurements and a fifty-nine (59) day reduction to Final Completion. (Ray Hooper)
- 11. Award CC-3645-08/DRR in the amount of \$168,750.00 to Crom Engineering and Construction Services, Inc. of Gainesville, Florida for all materials, equipment, subcontractors and labor necessary to complete the restoration and modifications of aerator screens, associated hardware, access doors and apply protective coating to Lake Hayes WTP Tank 2, Greenwood Lakes WTP Tank 2, Indian Hills WTP Tanks 1 and 2, Heathrow WTP Tanks 1, 2 and 3 and Markham WTP Tank 2. (Ray Hooper)
- 12. Award RFP-3261-08/RTB General Consulting Services for Planning and Development to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida; for the Estimated Annual Usage Amount of \$250,000.00. (Ray Hooper)
- 13. Award IFB-600451-08/GMG –Term Contract for Roads and Bridges Sweeping Services to ProSweep Central Florida, St. Cloud (Estimated Not-to-Exceed \$102,000.00 per year). (Ray Hooper)

# **Economic Development**

#### Tourism

14. Approve and authorize the Chairman to execute an agreement with the City of Sanford in the amount of \$1,000.00 to sponsor the 2008 City of Sanford Golden Age Games. (William McDermott)

# **Fiscal Services**

### Administration – Fiscal Services

15. Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Agriculture and Consumer Services in acceptance of \$35,000.00 to support the Mosquito Control Program. (Jennifer Bero, Edward Horvath) BCC Agenda October 14, 2008 Page 3

16. Approve and authorize the Chairman to execute an agreement with the Florida Division of Emergency Management in acceptance of \$24,016.00 in supplemental funds through their Emergency Management Performance Grant Program. (Jennifer Bero, Alan Harris)

#### Budget

- 17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-98 (FY 2007/08) through various funds in the amount of \$263,971,551.00 in order to remove from the FY 2007/08 Budget the project funds carried forward into the FY 2008/09 budget. (Lin Polk)
- 18. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-01 through the Public Safety Grant Fund in the amount of \$24,016.00 to increase funding for the Emergency Management Performance Grant. (Lin Polk)
- 19. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-02 through the Library Donation Fund in the amount of \$50,000.00 to recognize donation revenue and establish the North Branch Library renovations operating project. (Lin Polk)

#### MSBU

- 20. Approve and authorize the Chairman to execute the Satisfactions of Lien for properties which the Lake Myrtle Restoration MSBU assessment has been received in full. District 4 Henley (Kathy Moore)
- 21. Approve and authorize the Chairman to execute the Satisfactions of Lien for properties which the Charter Oaks/Tamarak MSBU assessment has been received in full. District 1 Dallari (Kathy Moore)
- 22. Authorize the scheduling and advertising of a public hearing for updating the Consolidated Street Lighting District Ordinance. (Kathy Moore)

# **Planning and Development**

### Building and Fire Inspection

23. Adopt and authorize the Chairman to execute a Resolution changing the name of a segment of Lake Drive to Sweetwater Lane. District 2 - McLean (Maggie Ketcham)

#### Development Review

- 24. Authorize the release of the Maintenance Bond for Streets, Curbs and Storm Drains #SU5017400-A in the amount of \$144,938.95 for the Sterling Meadows Subdivision road improvements. District 5 Carey (Larry Poliner)
- 25. Authorize the release of The Trails Phase III Subdivision Maintenance Agreement and Irrevocable Standby Letter of Credit #3082975 in the amount of \$122,574.54 for The Trails Phase III road improvements. District 1 Dallari (Larry Poliner)

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- 26. Approve and authorize the Chairman to execute the final plat for Hanover Pointe Replat, containing 132 townhome lots on a 23.17 acre parcel zoned PUD, located on the west side of Longwood-Lake Mary Road, approximately 700 feet south of Acorn Drive, in Section 29, Township 20 S, Range 30 E. (Longwood Lake Mary, LLC) District 4 - Henley (Cynthia Sweet, Senior Planner)
- 27. Authorize the Board to release the Irrevocable Letter of Credit # P846075 in the amount of \$100,000.00 for Lansdowne. (M/I Homes of Orlando, LLC) District 5 Carey (Cynthia Sweet)
- Approve and authorize the Chairman to execute the final plat for Ja-Ben Estates Subdivision located on Old Geneva Rd. approximately 1,800 feet south of W. Osceola Rd. in Section 16, Township 20S, Range 32E. (Stanley and Belinda Poloski) District 2 - McLean (Brian M. Walker)

#### Planning

29. Approve the Satisfaction of Lien in the amount of \$2,100.00, Case No. 08-27-CEB, on 378 Cidermill Place, Lake Mary, Tax Parcel # 17-20-30-5HZ-0B00-0470, previously owned by Michael J. Jackson, and currently owned by DBR Holdings & Land, LLC, and authorize the Chairman to execute a Satisfaction of Lien. District 4 – Henley (Tina Williamson)

#### **Public Works**

#### Engineering

30. Approve and authorize the Chairman to execute a Joint Infrastructure Agreement between the Savannah Park at Heathrow Homeowners Association, Inc. and Seminole County to facilitate the construction of a decorative fence. District 5 – Carey (Jerry McCollum)

#### Constitutional Officers Consent Agenda (Items No. 31 - 33) Clerk's Office (Maryanne Morse, Clerk of the Court)

31. Approval of Expenditure Lists dated September 8 & 15, 2008; and payroll Approval Lists dated September 4 & 18, 2008; and BCC Minutes dated September 9 & 10, 2008; Clerk's "Received and Filed" – for information only. (Dave Godwin)

### Sheriff's Office (Don Eslinger, Sheriff)

- 32. **Law Enforcement Trust Fund** Approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust Fund to provide funding in support of the 2008 Seminole County Red Ribbon Campaign. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$56,450.
- 33. **Law Enforcement Trust Fund** Approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust Fund to provide funding in support of the Central Florida YMCA 2008 Youth Scholarship Program. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$54,450.

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# **County Attorney Briefing**

# **County Manager's Briefing**

Chairman's Report

**District Commissioner's/Committee Reports** 

**County Manager's Report** 

# Items for future Agenda – Commission, Staff, or Citizens

# **Adjourn BCC Meeting**

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

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

### RESOLUTION

#### THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 14<sup>th</sup> DAY OF OCTOBER, A.D., 2008.

WHEREAS, America's character begins in the home where children learn the proper standards of conduct and values, and the family is the first and most important teacher of our future leaders; and

WHEREAS, families provide children with the encouragement, support and love they need to become confident, compassionate, and successful members of society; and

WHEREAS, we must work together to promote and preserve the health and security of our families by upholding the timeless values that have sustained our society throughout history; and

**WHEREAS**, parents should be the most prominent and active figures in their children's lives, developing positive and open relationships, which will allow them to better engage their children and encourage them to make positive choices; and

**WHEREAS**, County residents, schools, and civic institutions can assist families by meeting the needs of all those who live in our communities; and

**WHEREAS**, as we work together to strengthen our families, we build a nation of hope and opportunity for all.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole, and that this Resolution be presented to James R. Pratt, Stake President, The Church of Jesus Christ of Latterday Saints, proclaiming the week of October 25<sup>th</sup> through November 1<sup>st</sup>, 2008 as

#### "The Week of the Family in Seminole County"

and urge all citizens to observe this week by spending quality time with family members to strengthen relationships between parents and their children.

**ADOPTED** this 14<sup>th</sup> day of October, A.D., 2008.

ATTEST:

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

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Item No. 2

# PRESENTATION

# Seminole County Port Authority

Presented by:

Andrew Van Gaale, Port Administrator, Seminole County Port Authority Elizabeth Dorworth, Chairman, Seminole County Port Authority

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# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Amendment #1 to PS-2564-07/JVP- Miscellaneous Capacity and Safety Improvements with Kittelson & Associates, Inc., of Orlando, Florida

**DEPARTMENT:** <u>Administrative Services</u> **DIVISION:** <u>Purchasing and Contracts</u>

#### AUTHORIZED BY: Frank Raymond CONTAC

CONTACT: Bob Hunter EXT: 7119

#### MOTION/RECOMMENDATION:

Approve Amendment #1 to PS-2564-07/JVP- Miscellaneous Capacity and Safety Improvements with Kittelson & Associates, Inc., of Orlando, Florida, to replace Section 6 - Payment & Billing to include additional language on Work Order retainage, and to replace Section 5 - Compensation to change the Board approved Not-To-Exceed Amount of \$100,000.00 to an Estimated Annual Usage Amount. In addition, approve an increase to the new Estimated Annual Usage amount by an additional \$50,000.00 per year.

County-wide

**Ray Hooper** 

## BACKGROUND:

PS-2564-07/JVP provides for various traffic studies on County roadway projects including before and after studies, benefit/cost studies and other needed traffic operations/transportation planning related services. On February 26, 2008, the Board approved the negotiated rates and awarded the agreement to Kittelson of Orlando, Florida. Subsequently, Kittleson's Corporate office expressed concern with regard to the Agreement section related to indemnification, and on April 8, 2008, the Board approved the revised Award Agreement.

Since the award, Agreement language with regard to Work Order retainage has been revised to allow Project Managers to determine retainage at the Work Order level for projects less than \$100,000.00, and staff recommends the replacement of Section 6 - Payment & Billing under the Agreement. The current Agreement also includes an annual Not-To-Exceed amount of \$100,000.00 within Section 5 - Compensation. Staff has determined that the amount of work within the first Agreement period from May 19, 2008 through May 18, 2009 will exceed this amount, and recommends the replacement of Section 5 - Compensation to change the annual Not-To-Exceed amount of \$100,000.00 to an Estimated Annual Usage. In addition, staff recommends the approval of an increase to the Estimated Annual Usage by an additional \$50,000.00 per year, to cover additional studies such as the Benefit Cost Study.

The following is the summary of the annual estimated cost of the Agreement:

Original Board Approved Annual Not-To-Exceed Amount	\$100,000.00
Current Request (Change to Estimated Usage & increase per year)	<u>\$50,000.00</u>
Revised Annual Estimated Usage Amount	\$150,000.00

Authorization for the performance of services by the Consultant under the Agreements shall be

in the form of written Work Orders issued an executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall by negotiated on an asneeded basis for the specific project, and funded within approved budget amounts.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve Amendment #1 to PS-2564-07/JVP- Miscellaneous Capacity and Safety Improvements with Kittelson & Associates, Inc., of Orlando, Florida, to replace Section 6 - Payment & Billing to include additional language on Work Order retainage, and to replace Section 5 - Compensation to change the Board approved Not-To-Exceed Amount of \$100,000.00 to an Estimated Annual Usage Amount. In addition, approve an increase to the new Estimated Annual Usage amount by an additional \$50,000.00 per year.

#### ATTACHMENTS:

1. PS-2564-07\_JVP - Amendment 1 (Kittelson)

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

#### FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT MISCELLANEOUS CAPACITY AND SAFETY IMPROVEMENT EVALUATIONS (PS-2564-07/JVP)

THIS FIRST AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 19<sup>th</sup> day of May, 2008, between KITTELSON & ASSOCIATES, INC., whose address is 225 E. Robinson Street, Suite 450, 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 May 19, 2008, for consultant services regarding miscellaneous capacity and safety improvement evaluations; 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 5 of the Agreement is amended to read:

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.

2. Section 6 of the Agreement is hereby amended to read:

#### SECTION 6. 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, 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 Division 520 W. Lake Mary Boulevard, Suite 200 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 CONSULTANT.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

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

KITTELSON & ASSOCIATES, INC.

, Secretary

By:\_\_\_\_\_, President

(CORPORATE SEAL)

ATTEST:

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

#### ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:\_\_

BRENDA CAREY, Chairman

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

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

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

Approved as to form and legal sufficiency.

For the use and reliance

of Seminole County only.

County Attorney AEC/sjs/lpk 9/4/08 9/16/08 P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-2564-07 1<sup>st</sup> Amd.doc

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Professional Services: PS-3018-08/JVP- Continuous Construction Engineering</u> and Inspection Services Agreement for Midway Regional Stormwater Facility

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

#### MOTION/RECOMMENDATION:

Approve an increase to the Board approved Estimated Annual Usage for PS-3018-08/JVP-Continuous Construction Engineering and Inspection Services Agreement for Midway Regional Stormwater Facility Master Agreement by an additional \$210,000.00 per year.

County-wide

Ray Hooper

#### BACKGROUND:

PS-3018-08/JVP provides Construction Engineering and Inspection services for the Midway Regional Stormwater Facility and FDOT Financial Project ID 407355-6-58-01 Volusia County (79120) State Road 415 (surcharge for future widening project). The excavated material from the regional stormwater facility will be utilized as surcharge material for the future road widening project resulting in a cost saving for the projects.

On August 12, 2008, the Board awarded this work order based Master Agreement to Dyer, Riddle, Mills and Precourt Inc., of Orlando, Florida. Since award of this Agreement, the County Incentive Grant Program Agreement was finalized and approved with FDOT to include the FDOT Financial Project ID 407355-6-58-01 Volusia County (79120) State Road 415 project. This action combined these two projects into one, requiring additional inspection man hours and oversight (project was advertised as a combined project). The Engineering Division of the Public Works Department is requesting an increase to the Estimated Annual Usage Amount due to the additional scope and associated man hours.

The following is the summary of the Estimated Annual Usage for the Agreement:

Original Board Approved Estimated Amount	\$490,000.00
Requested Increase per year	<u>\$210,000.00</u>
Revised Board Estimated Annual Amount	\$700,000.00

Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

Funds are identified in account #077600.560650, CIP #00241701 (Stormwater; Construction in Progress) and account #077603.560650, CIP #00241701 (LSC Stormwater FAC GRANT;

Construction in Progress). Each work order will be issued within the constraints of the approved project budget.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve an increase to the Board approved Estimated Annual Usage for PS-3018-08/JVP- Continuous Construction Engineering and Inspection Services Agreement for Midway Regional Stormwater Facility Master Agreement by an additional \$210,000.00 per year.

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approve Sole Source Procurement and the issuance of Purchase Orders for the acquisition of parts and repair services for the detection equipment at the Criminal Justice Center and other secured locations throughout the County (Through the life of the equipment)

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

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen EXT: 7112

## MOTION/RECOMMENDATION:

Approve Sole Source Procurement and the issuance of Purchase Orders for the acquisition of parts and repair services for the detection equipment at the Criminal Justice Center and other secured locations throughout the County through the life of the equipment with Smiths Detection, Warren, NJ (Not-to-exceed \$40,000.00 per year).

County-wide

Ray Hooper

### BACKGROUND:

Smiths Detection is the sole provider, in the United States, of spare parts and repair services for the County's X-Ray Inspection and Trace Detection equipment. The equipment is located at the Criminal Justice Center, Juvenile Justice Center and other secured locations throughout the County. The Contractor will provide full coverage during normal working hours to include labor, parts and incidentals necessary to maintain the equipment in operational conditions. Smiths Detection manufacturers a full line of OEM parts and consumables for Smiths equipment. Authorization for performance by the Contractor will be by written Purchase Orders issued and executed by the County on an as needed basis. The estimated annual usage for these services is \$40,000.00.

### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve Sole Source Procurement and the issuance of Purchase Orders for the acquisition of parts and repair services for the detection equipment at the Criminal Justice Center and other secured locations throughout the County through the life of the equipment with Smiths Detection, Warren, NJ (Not-to-exceed \$40,000.00 per year).

# ATTACHMENTS:

- 1. Scope of Services
- 2. Sole Source
- 3. Service

Additionally Reviewed By:

County Attorney Review (Ann Colby)

#### **Service Agreements**

The company Service Agreement solutions are cost-effective programs designed to eliminate unplanned maintenance and emergency repair expense and minimize unexpected downtime.

**Post Warranty Service Agreements** – Smiths Detection offers cost-effective fixed price Service Agreements for the company full line of X-ray and trace products. In addition to the company standard variety of support plans, we can also customize a plan to the individual needs of the customer.

**Preventative Maintenance & Radiation Surveys -** This service provides the company customers with the factory recommended maintenance and safety inspections for their Smiths Detection equipment and is performed by Smiths Detection Certified Field Service Engineers.

**System Account Specialist (SAS) Program -** We also offer a System Account Specialist coverage option for those customers who have a quantity of equipment within close proximity to each other. In this arrangement, we will place a Smiths Detection certified Field Service Engineer at the customer location to provide immediate, focused support and regular maintenance.

#### Parts and Consumables

Smiths Detection offers a full complement of parts & consumables for all of the company products. The trace detection consumables are specifically produced to maximize the performance of the company products and provide the company customers with the finest quality materials to assure consistent trace sampling and accurate results.

**Original Equipment – Original Supplies -** Smiths Detection manufactures a full line of OEM parts and consumables for Smiths equipment. All of the company Trace Detection consumables provide the company customers with the highest quality products to ensure maximum performance for Smiths Detection equipment.

**Prompt Order Processing -** Parts and consumable orders are generally fulfilled the same day the order is placed with us, with options for delivery to meet County needs. Combining multiple warehouse locations with the company logistics centers being open 24/7/365 assures you with timely order processing and quick, reliable delivery.

**Customized Plans -** Depending on the County needs, Smiths Detection can provide you with automated shipping processes and/or predetermined quantities, thus relieving materials staff of the burden of constant supply monitoring. This service ensures that staff will always have adequate supplies at the company location when you need them.

#### **On-Site Service**

All Field Service Engineers performing on-site activities receive and successfully complete Smiths' prescribed operator and technical training curriculum. The curriculum consists of classroom instruction and thorough hands-on laboratory sessions focusing on system operation, removal and replacement procedures for service parts and assemblies and equipment troubleshooting techniques

**Installations, Warranty & Chargeable Repairs -** The company on-site services include installations, as well as providing the factory recommended maintenance and safety inspections. In addition, the company team of Field Service Engineers also perform all necessary equipment repairs in the field, whether you are under warranty, Service Agreement or operating on a time and material basis.

**Geographically Located FSEs by Installed Base** - In addition to the company strategically placed Field Service Engineers, Smiths Detection has created a Third Party Service Network. These relationships allow us to provide the company customers even greater local coverage capability ensuring rapid response to minimize downtime.

**Force Commensurate with Installed Base & Commitment Levels -** The company scalable On-Site Service Team is able to ramp up to meet the needs of the company ever growing customer base and their expanding requirements. The company support reach has allowed us to operate with mean-time-to-restore of less than 24 hours for most service interventions

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Cancel Amendment #1 to RFP-2251A-07/VFT - SHIP Program Acquisition</u>, <u>Rehabilitation and Resale of Single Family Homes</u>

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

Approve the cancellation of the First Amendment to Agreement for RFP-2251A-07/VFT with The Center for Affordable Housing, and Corinthian Builders, Inc., both of Sanford, Florida.

County-wide

Ray Hooper

#### BACKGROUND:

RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes provides for all labor, materials, equipment, transportation, coordination and incidentals necessary to acquire and rehabilitate up to ten (10) single family homes in Seminole County, Florida. On February 12, 2008, the Board awarded the Agreement to The Center for Affordable Housing, and Corinthian Builders, Inc., both of Sanford, Florida.

Under the Agreement, ten (10) homes or "units" may be acquired for an amount not exceeding \$100,000.00 per unit, with any potential rehabilitation provided in an amount not exceeding \$15,000.00 per unit. In addition, the Developer receives compensation for successful completion of the project scope based on ten (10) units in the form of a Developer's Fee in the amount of \$24,172.00 per unit. On August 12, 2008, the Board approved Amendment #1 to provide for an increase in the number of single family homes by five (5) units, a five (5) month extension of the Agreement term and for a reduction in the Developer's Fee to \$20,000.00 for the additional five (5) units.

Following Board approval of the First Amendment, further discussions had taken place between Community Service staff and representatives from the Developer (The Center for Affordable Housing, and Corinthian Builders, Inc.). These discussions involved clarification of acceptable recoverable expenses under the Agreement, and these expenses are listed within a letter dated August 20, 2008 - see backup documentation. However, with respect to the additional five (5) units, the Developer and Community Services staff were unable to reach agreement on which party remained responsible for transaction costs to include real estate commissions, title insurance, documentary stamp tax, financing costs and other out of pocket expenses incurred in connection with the acquisition, rehabilitation and resale of these units. The backup documentation includes letter and email correspondence between the parties involved.

On September 8, 2008, Purchasing & Contracts met with both Community Services and Legal staff and the decision was made not to pursue the addition of five (5) units and to cancel the First Amendment. The existing terms and conditions for the Agreement, such as costs

associated with a project scope of ten (10) units, will remain the same. The Completion Date for the Developer to fully perform the project scope based on ten (10) units will remain December 31, 2008. The Termination Date provides additional time for finalization of documentation and contract administration between the County and the State, will remain January 31, 2009.

This is a grant-funded project, and funds are available in account line 066708.580821 (Affordable Housing 07/08; Aid to Private Organizations).

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve the cancellation of the First Amendment to Agreement for RFP-2251A-07/VFT with The Center for Affordable Housing, and Corinthian Builders, Inc., both of Sanford, Florida.

### ATTACHMENTS:

1. RFP-2251A-07\_VFT A1 Cancel - Backup Documentation

Additionally Reviewed By:

County Attorney Review ( Arnold Schneider )

From:	Hunter, Bob
To:	"Richard Kovacsik"; Bill Newman
Cc:	john@corinthianbldrs.com; Balagia, Buddy; Heenan, Rob; Hooper, Ray
Subject:	RE: First Amendment to RFP-2251A-07/VFT
Date:	Monday, September 15, 2008 3:12:00 PM

Dear Mr. Kovacsik:

I apologize for the delay in my response, as I was out of the office last week for training purposes.

On 9/8/08, Purchasing & Contracts met with both Community Services and Legal staff, and it was decided that the five (5) additional homes would not be pursued and that the need for the First Amendment would thereby be cancelled. Notification of this cancellation has been scheduled as an Agenda Item for the October 14, 2008 Seminole County Board Meeting.

Should you have any questions, please let me know. Thank you again for your continued involvement with this project as part of the Seminole County Team, Bob

Robert L. Hunter, MBA, C.P.M., CPPB Procurement Supervisor Seminole County Government Purchasing & Contracts Division 1101 East First Street Sanford, FL 32771 Office (407) 665-7119 Fax (407) 665-7956 bhunter@seminolecountyfl.gov

-----Original Message-----From: Richard Kovacsik [mailto:rick@corinthianbldrs.com] Sent: Saturday, September 06, 2008 10:54 AM To: Hunter, Bob Subject: RE: First Amendment to RFP-2251A-07/VFT

Mr. Hunter, Thank you for the update we look forward to your response.

Regards, Rick Kovacsik

-----Original Message-----From: Hunter, Bob [mailto:BHunter@seminolecountyfl.gov] Sent: Thursday, September 04, 2008 5:17 PM To: Richard Kovacsik Cc: Bill Newman; john@corinthianbldrs.com; Balagia, Buddy; Heenan, Rob; Hooper, Ray Subject: RE: First Amendment to RFP-2251A-07/VFT

Dear Mr. Kovacsik:

Thank you for your response and the information as provided by the partnership. I'm scheduling a meeting with County staff involved with this project to discuss these concerns, and will keep you informed.

Robert L. Hunter, MBA, C.P.M., CPPB Procurement Supervisor Seminole County Government Purchasing & Contracts Division 1101 East First Street Sanford, FL 32771

Office (407) 665-7119 Fax (407) 665-7956 bhunter@seminolecountyfl.gov

From: Richard Kovacsik [mailto:rick@corinthianbldrs.com] Sent: Tuesday, September 02, 2008 6:10 PM To: Hunter, Bob Cc: Bill Newman; john@corinthianbldrs.com; Balagia, Buddy; Heenan, Rob Subject: RE: First Amendment to RFP-2251A-07/VFT

Good afternoon Mr. Hunter,

After reviewing the First Amendment noted above we have some issues with wording that has been changed from the original contract. We understand that any changes to the amendment at this time may require the contract to go back to Commission. We feel that this would be the prudent thing to do in our efforts to bring affordable housing to the end user at a reasonable price.

In a previous meeting with staff Mr. Newman and myself agreed to reduce the developer fee to \$20,000.00 per unit for the final 5 units in the amendment. There were no other concessions made or agreed to. The following clauses will require changes based on the agreed to terms.

\* Page 10 of 15 clause(i) in the contract.

\* Page 1 of Exibit A-1 third paragraph last 4 lines under "Generally".

\* Page 4 paragraph 16 last 10 lines.

In subsequent meetings we have addressed and clarified the expenses that will be acceptable under the contract and we feel that by using the agreed to terms would simplify the matter at hand. If you would reference the attached documents you will find the terms that have been agreed to. Attached you will find a letter dated August 14, 2008 from Shirley Davis-Boyce, Manager, Community Assistance Division referencing addendum #4 to the Bid Documents that listed the costs that were acceptable. On August 20, 2008 we received another letter, this time from Robert Heenan, HUD/SHIP Administrator listing out and clarifying the additional recoverable expenses as discussed in a meeting on August 18, 2008 with Staff and the assistant city attorney present. This was additionally confirmed via e-mail received from Buddy Balagia, Project Manager sent on August 25, 2008.

Since these terms have been agreed to we feel that the First Amendment should be changed to reflect these agreed to terms. Below is a summary of the terms that we have agreed to thus far.

. A Developer Fee of \$20,000.00 per unit on the 5 units in the First Amendment.

. Per Addendum #4: The following costs are considered to be recoverable expenses and may be recovered through the sale of the home to an eligible buyer: Performance bond, home inspector at acquisition, home inspector at sale, project management by developer of rehabilitation work performed by subcontractors, permits, costs of rehabilitation, debt service on acquisition loan, and direct marketing expenses by developer-periodical advertising, etc.

. Letter of August 20, the final page has a chart of agreed to expenses that are recoverable, this includes: Origination fees, Mortgage Broker fee, underwriting fee, Flood certification fee, Loan title search, Attorney's fees (borrower), attorney's fees(lender), Title insurance (purchase), Recording fees (loan). Specific amounts were agreed to for the attorney's fees.

. Not listed but discussed were the actual utility costs for water, power and sewer; these were stated as a recoverable expense and not a cost of the rehabilitation, as was the property tax cost for the duration of our ownership.

. A flat sales fee of 1,600.00 was agreed to as a commission on the end sale.

We hope that this meets with everyone's approval so that we may all move forward with the signing of the First Amendment. We look forward to your response.

Sincerely,

Richard Kovacsik, President

Corinthian Builders, Inc.

-\*\*\*\*Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.\*\*\*\*-

No virus found in this incoming message. Checked by AVG - <u>http://www.avg.com</u> Version: 8.0.169 / Virus Database: 270.6.16/1651 - Release Date: 9/4/2008 6:57 AM From: Balagia, Buddy [bbalagia@seminolecountyfl.gov]

Sent: Monday, August 25, 2008 4:36 PM

To: Bill Newman; Richard Kovacsik

**Cc:** kenneth.york@yorkfinancialgroup.com; phil@kaprowstratton.com; Heenan, Rob; McHaney, Shelley; Knight, Annie

Subject: Confirmation of discussions and correspondence.

Bill/Rick:

This is a follow-up to Rob Heenan's letter of August 20, 2008 regarding the allowable recoverable expenses on the homes acquired and resold under the current SHIP project governed by RFP-2251A-07/VFT. As you recall, Rob's letter followed our August 18, 2008 meeting in our office.

As per our mutual agreement, the following expenses are recoverable at the end sale of each unit:

- \$100.00/unit in borrower's attorney's fees.
- \$566.50/unit in lender's attorney's fees.
- Recoverable expenses listed under the item entitled "Wholesale Purchase-Corinthian and TCFAH Buying the Property"
- Recoverable expenses listed under the item entitled "Rehabilitation-Corinthian Builders Rehabbing the Property," except liability insurance and property/repairs insurance.
- Recoverable expenses listed under the item entitled "Retail Purchase-Corinthian and TCFAH Selling the property," except the purchase transaction fee and sale transaction fee, which are not approved.
- Sales commission on each end-sale shall not exceed \$1,600.

Also, as per my conversation with Bill on the morning of August 25, 2008, we understand that you will not be explaining the fees entitled "Administration Fee" and "Closing Coordination Fee," nor will you be asking for their reimbursement.

We will also be expecting the sales prices on the end-sale HUD-1 forms to be adjusted accordingly, a new sales contract for each end-sale, and a new title commitment to reflect the adjusted sales prices. In addition, we will need documentation on all recoverable fees, as applicable. All of these are necessary to ensure a timely and successful closing.

We encourage you to share Rob's 8/20/08 letter with all respective lenders and title companies associated with this project. Please respond in writing/email to confirm your understanding and acceptance of these terms.

Buddy Balagia, Project Manager

**Community Development Office** 

Community Assistance Division

-\*\*\*\*Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.\*\*\*-

No virus found in this incoming message. Checked by AVG - http://www.avg.com Version: 8.0.138 / Virus Database: 270.6.7/1632 - Release Date: 8/25/2008 7:05 AM COMMUNITY SERVICES DEPARTMENT



#### COMMUNITY ASSISTANCE DIVISION COMMUNITY DEVELOPMENT OFFICE

August 20, 2008

Rick Kovacsik, President Corinthian Builders, Inc. 2175 Marquette Avenue Sanford, Florida 32773

William F. Newman, Executive Director The Center for Affordable Housing, Inc. 2524 South Park Drive Sanford, Florida 32773

Subject: Approved Recoverable Expenses at Closing to the End-buyer under (RFP-2251A-07/VFT)

Dear Mr. Kovacsik and Mr. Newman:

Thank you for meeting with me, our staff, and the Assistant County Attorney on Monday morning August 18, 2008. The purpose of our meeting was to determine County approved recoverable expenses that may be charged to (added to the re-sale price) the end-buyer under the Acquisition/Rehabilitation/Sale SHIP strategy (RFP-2251A-07/VFT).

The County recognized that pre-closing HUD-1 settlement statements submitted for review by the County had \$20,000.00 added to the sale price to the end-buyer. For illustrative purposes, a home acquired by Corinthian and the Center for \$170,000.00 receiving a \$100,000.00 SHIP subsidy for acquisition, had a net effect at the sale of being sold to the end-buyer for \$90,000.00 and not \$70,000.00 because the extra \$20,000.00 was being added to the sales price in order to reflect recoverable expenses due Corinthian and the Center.

Using three (3) Expense Reconciliation sheets provided to the County from York Financial Group, it was discussed and agreed at the meeting that:

 Recoverable expenses reflected under the item titled "United Midwest \$1,000,000 Commercial Line of Credit" would be approved pending a comparison of the Center for Affordable Housing's Commercial Line of Credit Fees for \$1 Million for this project to its Line of Credit Fees for the \$2 Million for the HOME Program Holly Avenue Townhome Project.

Based on the comparison, the County approves Attorney's Fees---Borrower in the amount of \$100.00 per unit (reduction of \$75.00 from \$175.00) and Attorney's Fees---Lender in the amount of \$566.50 per unit (reduction of \$157.50 from \$724.00). Thus, the total amount recoverable per unit is reduced from \$4,108.60 to \$3,876.10 (a total reduction of \$232.50). (For clarity please see the enclosed "Sample of Approved Recoverable Costs Per Unit For Line of Credit Fees").

- Recoverable expenses reflected under the item titled "Wholesale Purchase-Corinthian and TCFAH Buying the Property" are approved as recoverable expenses <u>EXCEPT for Administration Fee and</u> <u>Closing Coordination Fee. You will provide to the County a complete description of those fees</u> <u>and what services were provided in order for the County to make a determination as to whether</u> <u>the expense is reasonable, allocable, and allowed under the SHIP program;</u>
- Recoverable expenses reflected under the "Rehabilitation-Corinthian Builders Rehabbing the Property" are approved <u>EXCEPT for Nationwide Mutual Insurance Co.-Liability Insurance, and Nationwide</u> <u>Mutual Insurance Co.-Property/Repairs Insurance</u>; and
- 4. Recoverable expenses reflected under "Retail Purchase-Corinthian and TCFAH Selling the property <u>EXCEPT Purchase Transaction Fee is not approved, Sale Transaction Fee is not approved, and</u> <u>Sales Commission on all ten (10) properties shall not exceed \$1,600.00.</u>

With all this understood and pending your response to item #2 for a complete description of those fees, we anticipate there will be a much smoother process of the County being able to approve pre-closing HUD-1 settlement statements, thus facilitating the closing to our customer the end-buyer.

Sincerely,

Robert F. Deevan

Robert F. Heenan HUD/SHIP Administrator Community Development Office

Enclosure: Sample Of Approved Recoverable Costs Per Unit For Line of Credit

cc: David Medley, PhD., Director Community Services Department Shirley Davis-Boyce, Manager, Community Assistance Division Arnold Schneider, Assistant County Attorney Leo Luttig, Business Manager Shelley McHaney, SHIP Program Manager Buddy Balagia, Project Manager Annie Knight, SHIP Purchase Assistance Program Coordinator

## SAMPLE OF APPROVED RECOVERABLE COSTS PER UNIT FOR LINE OF CREDIT FEES

#### Wornall Drive Fees For The Center For Affordable Housing, Inc. & Corinthian Builders, Inc.

#### United Midwest \$1,000,000 Commercial Line of Credit

Origination Fee	United Midwest Bank	Loan	\$ 1,000.00
Mortgage Broker Fee	York Financial	Loan	875.00
Underwriting Fee	United Midwest Bank	Loan	50.00
Flood Certification Fee	United Midwest Bank	Loan	20.00
Loan Title Search	Old Republic	Loan	10.00
Attorney's Fees (Borrower)	PSKPA	Loan	100.00
Attorney's Fees (Lender)	Keating & Schlitt	Loan	566.50
Title Insurance—Purchase	ITS	Loan	674.95
Recording Fees (Loan)	Seminole County	Loan	579.65
			\$ 3,876.10

The County approves Attorney's Fees-Borrower in the amount of \$100.00 per unit (reduction of \$75.00 from \$175.00) and Attorney's Fees-Lender in the amount of \$566.50 per unit (reduction of \$157.50 from \$724.00). Thus, the total amount recoverable per unit is reduced from \$4,108.60 to \$3,876.10 (a total reduction of \$232.50).

s:\community assistance\community development\2008 acg-rehab-resale\sample approved recoverable costs per unit for line of credit.docx



COMMUNITY ASSISTANCE DIVISION COMMUNITY DEVELOPMENT OFFICE

August 14, 2008

Rick Kovacsik, President Corinthian Builder's 2175 Marquette Avenue Sanford, FL 32773

William F. Newman, Executive Director The Center for Affordable Housing, Inc. 2524 South Park Drive Sanford, FL 32773

SUBJECT: Seminole County SHIP Program; SHIP Program Acquisition, Rehabilitation, and Resale of Single Family Homes Developers Agreement (RFP-2251A-07/VFT).

Dear Mr. Kovacsik and Mr. Newman:

Upon subsequent review of the Developers Agreement regarding the current acquisition, rehabilitation, and resale of ten (10) single family units under the SHIP Program, and with concurrence of the County Attorney's Office, we cannot approve the pre-closing Settlement Statement (HUD-1) for Tunala Starke as presented to the County. According to Sections 6-b and 15 (pages 10 and 22, respectively) of the Agreement, all "subcontractors" and "professional associates" used in accordance with this project must be first approved in writing by the Community Services Administrator. Although tacit approval of the respective realtor was granted in the first eight (8) acquisitions by virtue of non-objection by the County, we now address the issue of the use of such professional services in the end sale of the units.

Please be reminded of the wording in Bid Addendum #4, as follows:

"The following costs are considered to be recoverable expenses and may be recovered through the sale of the home to an eligible buyer: Performance bond, home inspector at acquisition, home inspector at sale, project management by developer of rehabilitation work performed by subcontractors, permits, costs of rehabilitation, debt service on acquisition loan, and *direct* marketing expenses of developer – periodical advertising, etc. Any other associated cost must be approved in writing by the County **prior** to the cost being incurred. Any cost(s) in addition to those listed above that have not been approved by the County *in advance* will be the responsibility of the Developer." (italics added)

Although it may be argued that realty fees are in fact "marketing expenses," the term "direct" limits such expenses to specific and direct costs incurred to market the units, per se, and not general realty activity. Further, the second sentence in the quote above limits all costs not listed, to those "approved in writing by the County **prior** to the cost being incurred." (emphasis on "prior" was in the original Bid Addendum #4)

Further, the same addendum also states: "The sales price of the home to an eligible buyer will be on the *amount of investment by Developer* for the actual purchase price of the property, *and any approved recoverable costs incurred and documented by the Developer* from the acquisition to the sale of said property." (italics added)

With regard to this project, end sale realtor fees are out of order, given the language in the bid addenda, and the valid presumption that the Center deals with low income households seeking housing on a day-to-day basis, with presumably little or no need to hire a realtor to seek out buyers. We are duty-bound to seek the best interests of the end-sale buyer, and do not wish to see his/her purchase price artificially or inordinately inflated, particularly in light of the contractual requirement noted above and the in house capability of the Center and Corinthian to market the availability of the units, which should be incidental to the project.

Again, it is not our intent to allow double realty fees on any of the end-sale transactions, nor do we want any such fees passed on to the end-sale buyer, either in or outside of closing. All fees and payments pertaining to this project are subject to monitoring and auditing by both the County and by appropriate funding agencies. Therefore, any such excessive and unnecessary charges will not be allowed with respect to the end-sales price. We will be glad to meet with you and your Board of Directors to discuss this matter further.

Please let me know if you need clarification or further information. Thank you for your attention to this matter.

Sincereł Shirley Davis-Boyce, Manager

Community Assistance Division

Copy: David Medley, Community Services Department Director Robert F. Heenan, HUD/SHIP Administrator Arnold Schneider, Assistant County Attorney

## Item #7

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Professional Services: PS-3065-08/DRS- Construction Engineering and Inspection</u> <u>Services for SR 434 Widening & Resurfacing from Montgomery Road to I-4</u>

DEPARTMENT: Administrative Services	DIVISION: Purchasing and Con	tracts
AUTHORIZED BY: Frank Raymond	CONTACT: Jacqui Perry	EXT: <u>7114</u>

## **MOTION/RECOMMENDATION:**

Approve the negotiated rates and award PS-3065-08/DRS- Construction Engineering and Inspection Services for SR 434 Widening & Resurfacing from Montgomery Road to I-4 to Mehta and Associates, Inc., Winter Park, Florida (Estimated Usage Amount of \$1,500,000.00 over the term of the Agreement).

County-wide

Ray Hooper

## **BACKGROUND:**

PS-3065-08/DRS will provide Construction Engineering and Inspections services to ensure the construction project is constructed in reasonable conformity with the plans, specifications and agreement provisions for SR 434 Widening & Resurfacing from Montgomery Road to I-4.

On June 10, 2008, the Board approved the ranking and authorized staff to negotiate with Mehta and Associates, Inc, Winter Park, Florida, the top ranked firm. The Award Agreement includes the negotiated rates from the firm as Exhibit "C". The term of the Agreement will be from the date of the Agreement execution until 60 days after the Final Acceptance of the construction phase of the project by the County.

Authorization for the performance of services by the Consultant under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an asneeded basis for this project-specific Master Agreement, and funded within approved budget amounts. Funds are identified in Engineering; Roads - SR 434/Montgomery to I-4 (Account #077541.560670, CIP# 00205302).

## **STAFF RECOMMENDATION:**

Staff recommends that the Board approve the negotiated rates and award PS-3065-08/DRS-Construction Engineering and Inspection Services for SR 434 Widening & Resurfacing from Montgomery Road to I-4 to Mehta and Associates, Inc., Winter Park, Florida (Estimated Usage Amount of \$1,500,000.00 over the term of the Agreement).

# **ATTACHMENTS:**

1. PS-3065-08\_DRS-Award Agreement (Mehta and Associates Inc).pdf

Additionally Reviewed By:

County Attorney Review (Ann Colby )

#### CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT S. R. 434 - MONTGOMERY ROAD TO I-4 (PS-3065-08/DRS)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MEHTA AND ASSOCIATES, INC., duly authorized to conduct business in the State of Florida, whose address is One Purlieu Place, Suite 100, Winter Park, Florida 32792, 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 construction engineering and inspection services for S. R. 434 - Montgomery Road to I-4 construction project 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 construction engineering and inspection 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. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run until 60 days after the County's final acceptance of the construction phase of the project. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by 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. 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.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on a "Time

Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C.

#### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

> D. Meals shall not exceed: 1. Breakfast: \$6.00 without receipts

\$10.00 with receipts;

2. Lunch: \$11.00 without receipts \$13.00 with receipts;

3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach

rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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:

Department of Public Works 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

(f) 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 CONSUL-TANT'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 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.

(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 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 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:

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. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to

exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

## SECTION 21. REPRESENTATIVES OF COUNTY AND 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:

Department of Public Works 520 W. Lake Mary Blvd., Suite 200 Sanford, FL 32773

## For CONSULTANT:

Mehta and Associates, Inc. One Purlieu Place, Suite 100 Winter Park, Florida 32792

**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.

By:\_

ATTEST:

MEHTA AND ASSOCIATES, INC.

, Secretary

, President

(CORPORATE SEAL)

Date:\_\_\_\_

#### ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:\_\_\_\_

BRENDA CAREY, Chairman

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

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 AEC:sjs 2/14/08, 9/2/08 9/23/08 P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-3065-08.doc

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule



## EXHIBIT "A"

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## CE&I SCOPE OF SERVICES For SR 434 – Montgomery Rd to I-4

## GENERAL

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contract in the manner so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

## PRE-CONSTRUCTION ACTIVITIES

It is the intent of the county to have the CONSULTANT perform activities prior to the start of construction. The activities will be but not limited to: Constructibility Review, Utility Coordination, Public Involvement with the stake holders and Bid review.

## SURVEY CONTROL

The CONSULTANT shall (1) make and record such measurements as are necessary to calculate and document quantities for items; and (2) perform incidental engineering surveys as may be necessary to carry out the services covered by the Agreement.

## **TESTING**

The CONSULTANT, or approved subconsultant, shall perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

Sampling, testing and laboratory methods shall be accomplished by the CONSULTANT as required by the Floridg Department of Transportation Standard Specification or as modified by the contract provisions.

## **CONSTRUCTION ENGINEERING SERVICES**

The CONSULTANT shall perform management engineering services necessary:

(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide interpretations of the plans, specifications and contract provisions of a minor nature

(Any other major interpretations that affect the integrity of the construction plans, specifications, and contract revisions, shall first be directed to the Design Consultant for their interpretations and recommendations); (4) to make recommendations to the COUNTY to resolve disputes which arise in relation to the construction contract; and (5) to maintain an adequate level of surveillance of the Construction Contractor's activities. The CONSULTANT shall also perform any other construction engineering services normally or customarily assigned to a Resident Engineer that are required to fulfill its responsibilities under this Agreement. Construction engineering services for this project shall include, but are not necessarily timited to, the following:

The CONSULTANT shall provide a resident project engineer and the requisite inspection staff to observe the Construction Contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of a registered professional engineer (Resident Engineer).

Prior to the start of construction, the CONSULTANT shall assist the COUNTY in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received and the qualifications of the apparent, qualified low bidder.

The CONSULTANT shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Construction Contractor. The CONSULTANT shall immediately report to the COUNTY apparent significant changes in quantity, time or cost as they are noted.

The CONSULTANT shall maintain a Project Control Schedule for the work. The CONSULTANT shall, on a regular basis, report the status to the COUNTY on all major items of work requested of the Construction Contractor reflected on the Project Control Schedule.

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by the CONSULTANT. Project Control Schedule runs to review the results of Construction Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

The CONSULTANT shall maintain a log of materials entering into the work and utilized in the work with proper indication of the basis of acceptance of each shipment of material.

The CONSULTANT shall maintain records of all sampling and testing accomplished under this Agreement and analyze such records required to ascertain acceptability of material and completed work items.

The CONSULTANT shall meet with the Construction Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.

The CONSULTANT shall record minutes of each meeting and forward a copy to the Construction Contractor and to the COUNTY with the engineer's summary weekly report, included in the report shall be nated activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work that would normally be nated in the engineer's weekly summary report.

Once each month, the CONSULTANT shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress Estimate, The CONSULTANT shall submit the completed tabulation to the COUNTY.

Shop drawings and other submittals will be reviewed and approved by the CONSULTANT for conformance to the intent of the design concept of the project plans and specifications. Shop drawings/sample submittals and approvals shall be tracked by the CONSULTANT. Tracking shall include, but not be limited to, maintaining cognizance of the status of each submittal as it progresses through the review and approval process and procedures. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

The CONSULTANT shall provide to the Construction Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the Work. When warranted by the COUNTY, the COUNTY shall request an interpretation from the Design Consultant prior to any major changes of the plans specifications and contract revisions being clarified to the Construction Contractor by the CEI Consultant. The COUNTY shall coordinate all requests for involvement of the Design Consultant.

The CONSULTANT shall analyze any and all problems that arise on the project and proposals submitted by the Construction Contractor and shall prepare and submit a recommendation to the COUNTY.

The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The CONSULTANT shall recommend such changes to the COUNTY for approval/disapproval.

When it is determined that a modification to the original contract for the project is required due to necessary change in the character of the Work, the CONSULTANT shall negatiate prices with the Construction Contractor and prepare and submit for approval/disapproval by the COUNTY a Supplemental Agreement or change order.

In the event that the Construction Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.

In the event that the Construction Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY covering the accuracy of statement and the actual effect of the delay on the completion of the controlling work items and the costs to the COUNTY.

The CONSULTANT shall prepare and submit to the COUNTY for further processing a final estimate and two (2) sets of record plans for the construction contract.

The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

Upon Identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the CONSULTANT and in order of magnitude estimate of cost and time of change, if any, will be prepared by the CONSULTANT.

The CONSULTANT shall negotiate all changes with the Construction Contractor using. the CONSULTANT - prepared estimate as a basis, The CONSULTANT shall submit the results to the COUNTY within two (2) weeks of start of negotiations or report the major differences to the COUNTY, if agreement is not reached. The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed,

## PERSONNEL

The CONSULTANT shall provide an agreed upon number of qualified personnel to effectively carry out its responsibilities under this Agreement. The CONSULTANT shall utilize only competent personnel who are qualified by experience and education.

## <u>STAFFING</u>

The CONSULTANT shall maintain an appropriate staff after completion of construction to complete the final Estimate and Record Plans. No personnel other than those designated herewith, shall be assigned to the project by the CONSULTANT unless authorized by the COUNTY.

Construction engineering and inspection forces shall be required to be retained by ar under contract to the CONSULTANT at all times while the Construction Contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANTS forces shall be adjusted, to correspond with the type of suspension; provided, however, that no member of the CONSULTANT'S forces shall be deemed to be a COUNTY employee.

## <u>PHOTOGRAPHS</u>

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum

progress. Photographs shall be clean, sharp and clearly show details. Photographs shall be submitted in sets with each photograph numbered in sequence beginning with the numeral one (1). Photographs shall be enclosed in a clear plastic protector punched to fit a standard 8 1/2-inch by 11-inch three-ring binder.

## OTHER SERVICES

The CONSULTANT shall upon written authorization by the COUNTY, perform any additional services not otherwise identified in this Agreement as may be required by the COUNTY in connection with the project. The following items are not included as part of this Agreement, but may be required of the CONSULTANT by the COUNTY to supplement the CONSULTANT'S services under this Agreement:

- (1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- (2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.
- (3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).
- (4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.
- (5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.
- (6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

Rev: April 20, 2005 AlK

# Board of County Commissioners SEMINOLE COUNTY, FLORIDA

# WORK ORDER

Work Order Number:

Contract Title	Dated:
Project Title:	
Consultant:Address:	_ _ _
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
this Agreement by the parties and shall be compl	ovided by the CONSULTANT shall commence upon execution of oleted within <u>calendar days</u> from the effective date of this e shall be grounds for Termination of both the Work Order and
Work Order Amount:	DOLLARS (\$)
IN WITNESS WHEREOF, the parties hereto have , 20, for the purposes state	e made and executed this Work Order on this day of ted herein.
<u>ATTEST:</u>	
, Secretary	_ By: y , President
(CORPORATE SEAL)	Date:
<u>WITNESSES:</u>	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
(Procurement Analyst)	By: Robert Hunter, Procurement Supervisor
(Procurement Analyst)	_ Date: As authorized by Section 8.153 Seminole County Administrative Code.
OC #	ON #
	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 release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- 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.



# FEE SCHEUDLE

## PS-3065-08/DRS

# Continuous Construction Engineering and Inspection Services Agreement for SR 434 Widening & Resurfacing from Montgomery Road to I-4

PRIME CONSULTANT: MEHTA AND ASSOCIATES, INC.			
Labor Category	2008 Raw Hourly Rate	Multiplier	2008 Billing Rate
Resident Engineer	\$48.50	2.8585	\$138.64
Project Engineer	\$36.50	2.8585	\$104.34
Office Engineer	\$28.50	2.8585	\$81.47
Sr. Inspector	\$26.09	2.8585	\$74.59
Inspector	\$20.65	2.8585	\$59.02
Administrative Assistant / Secretary	\$16.05	2.8585	\$45.86
Professional Land Surveyor	\$47.00	2.8585	\$134.35
Survey Technician	\$17.30	2.8585	\$49.45
4 Man Survey Crew	\$ 66.05	2.8585	\$188.80
3 Man Survey Crew	\$54.05	2.8585	\$154.50

Multiplier Breakdown:

General Overhead Rate including Direct Expenses	116.92%
Fringe Benefit Rate	40.60%
Salary + Fringe + General Overhead including Direct Expenses	257.52%
Profit Margin (Maximum Allowable as per Seminole County)	11.00%
Total Multiplier	285.85%

I certify that the wage rates listed for all Mehta's Labor categories are current as of this date.

non M. Stal

July 18, 2008 Date

Kiran Shah, Account Manager

×

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Professional Services: PS-3166-08/DRS - Engineering Study and Design Services for SR 426 at Aloma Woods Stormwater Improvements Project and other projects within Howell Creek Basin

DEPARTMENT: Administrative Services DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry EXT: 7114

## **MOTION/RECOMMENDATION:**

Approve the negotiated rates and award PS-3166-08/DRS - Engineering Study and Design Services for SR 426 at Aloma Woods Stormwater Improvements Project and other projects within Howell Creek Basin to Inwood Consulting Engineers, Oviedo, Florida (Estimated Annual Usage Amount of \$450,000.00).

County-wide

Ray Hooper

## BACKGROUND:

PS-3166-08/DRS will provide engineering study and design services for SR 426 at Wentworth - Aloma Woods Stormwater Improvement, Red Bug Lake Road at Howell Creek Basin Capital Improvement Projects within Seminole County.

On July 22, 2008, the Board approved the ranking and authorized staff to negotiate with Inwood Consulting Engineers, of Oviedo, Florida, the top ranked firm. The Award Agreement includes the negotiated rates from the firm as Exhibit "C". The term of the Agreement will be for a period of five (5) years, with two (2) renewal periods not to exceed five (5) years each.

Authorization for the performance of services by the Consultant under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall by negotiated on an asneeded basis for this project-specific Master Agreement, and funded within approved budget amounts. Funds are identified in Engineering-Stormwater CIP; Construction & Design - SR426 At Aloma Woods (Account #077530.560680, CIP# 00229115).

## **STAFF RECOMMENDATION:**

Staff Recommends that the Board approve the negotiated rates and award PS-3166-08/DRS -Engineering Study and Design Services for SR 426 at Aloma Woods Stormwater Improvements Project and other projects within Howell Creek Basin to Inwood Consulting Engineers, Oviedo, Florida (Estimated Annual Usage Amount of \$450,000.00).

# **ATTACHMENTS:**

1. PS-3166-08\_DRS-Award Agreement (Inwood Consulting Engineers).pdf

Additionally Reviewed By:

County Attorney Review (Ann Colby )

## ENGINEERING STUDY AND DESIGN SERVICES AGREEMENT (PS-3166-08/DRS)

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, by and between INWOOD CONSULTING ENGINEERS, duly authorized to conduct business in the State of Florida, whose address is 3000 Dovera Drive, Suite 200, Winter Springs, Florida 32708, 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 engineering study and design services for SR-426 at Wentworth-Aloma Woods Stormwater Improvement Project, Red Bug Lake Road at Howell Creek Erosion Control and Howell Creek Basin Capital Improvement Projects 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 engineering study and design services for SR-426 at Wentworth-Aloma Woods Stormwater Improvement Project, Red Bug Lake Road at Howell Creek Erosion Control and Howell Creek Basin Capital Improvement Projects 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 Service 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. CONSULTANT shall also be bound by all requirements as contained in the solicitaion package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

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) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed five (5) years 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.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for 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. 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.

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 Basts, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The shall further be CONSULTANT required to execute the Truth in Negotiations Certificate attached herein as Exhibit D.

#### SECTION 6. REIMBURSABLE EXPENSES.

If a Work Order is issued on a Time Basis Method, then (a) reimbursable expenses are in addition the hourly rates. to Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may expenditures include actual made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

Engineering Study and Design Services Agreement PS-3166-08/DRS Page 4 of 24

#### \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, 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 (Engineering Division) 520 W. Lake Mary Blvd., Suite 200 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 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 this 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 contact 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. RESPONSIBILTIES 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 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.

If the termination is due to the failure of CONSULTANT 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, CONSULTANT shall be is 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 CONSULTANTS'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 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 as 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) <u>Worker's Compensation/Employer's Liability</u>.

(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 Compensation Insurance, without National Council on restrictive CONSULTANT will also be responsible for procuring endorsements. 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 In addition to coverage for the Florida Workers' (C) below. 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) <u>Commercial General Liability</u>.

(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

Engineering Study and Design Services Agreement PS-3166-08/DRS Page 18 of 24 (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>OBILIGATIONS</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. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or regain 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 CONTACTOR. 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 (Engineering Division) 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

#### For CONSULTANT:

Inwood Consulting Engineers 3000 Dovera Drive, Suite 200 Winter Springs, Florida 32708

**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.

#### (Signature Page Follows)

	IN	WITNES	JS	WHER	EOF,	the	partie	s	heret	20	have	made	and	executed
this	Agro	eement	on	the	date	belo	w writt	cer	1 for	ex	ecuti	on by	COUN	TY.
ATTES	ST:							II	WOOD	CC	NSULT:	ING EN	IGINEF	ERS

	By:
, Secretary	, President
(CORPORATE SEAL)	Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By:BRENDA CAREY, 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 Exhibit C - Rate Schedule Exhibit D - Truth in Negotiations Certificate

AEC:sjs 2/25/08, 9/2/08 P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-3166-08.docx

### EXHIBIT A

## Proposed Scope of Work S.R. 426 at Aloma Woods Stormwater Improvement Project, Red Bug Lake Road at Howell Creek Erosion Control and Howell Creek Basin Capital Improvement Projects

#### DESCRIPTION

All of the listed projects are generally located within the Howell Creek Basin area. The project limits for the projects identified above are described below.

- The SR 426 at Aloma Woods stormwater improvement project is located half-toa-mile north of Dean Road, east of S.R. 426. Wentworth Subdivision is about a half-mile north of Aloma Woods Subdivision. Both subdivisions are located within the same watershed that is tributary to the Bear Gully Canal and Howell Creek Basin. It was reported that substantial street flooding has occurred in Wentworth Subdivision during the later part of 2001. Preliminary engineering investigation of the stormwater outfall from Aloma Woods subdivision indicated a deficient system.
- The Red Bug Lake Road at Howell Creek erosion control project is located from Tuskawilla Road to a few thousand feet upstream of Red Bug Road (also known as Lake Howell-NRCS at the Trib project). A considerable amount of erosion and sedimentation problem has occurred along the banks and bottom channels of the creek.
- The Howell Creek Master Basin Plan study is currently being prepared for St. Johns Water Management District and all of the cities and counties located in the basin. The master plan includes hydrologic & hydraulic study identifying problem areas and deficient drainage system in the basin. Upon completion and identification of problem areas, Seminole County will prioritize the list of the capital improvement projects based on this master plan study and based on the projects that address TMDL related pollutant load reduction within the Howell Creek Basin.

The objective of each of the above list of projects is to provide detailed investigation and alternative solutions with recommendations to maintain the Level of Service for the subject drainage system.

Additional information about these projects can be viewed from Seminole County Public Works office and from the County's website. At a the minimum the proposed project should include 1) re-evaluation of the outfall and/or creek system, 2) topographical survey of project area of concerns, 3) flow and velocity determination for several design storm events, 4) easement or right of way requirements and 5) erosion control measures during construction. Ultimately, the consultant shall complete a final set of construction plans and specifications; and obtain all necessary permits to execute the construction of the project.

#### SCOPE OF SERVICES

The following is the minimum Scope of Services required to fulfill the work products needed by Seminole County for the above projects.

The Consultant shall perform the necessary land surveys; stormwater hydrologic and hydraulic analyses to re-evaluate stormwater conditions of the outfall system; and/or erosion & sediment analysis of the particular creek area. The Consultant shall prepare construction plans and specifications for the preferred alternative solution to the identified problem area, identify land acquisition and/or easement needs, and obtain all necessary permits to execute the construction of the project.

The Consultant shall assist Seminole County and provide public presentations for the project if necessary. The Consultant shall complete the following tasks as part of the Scope of Services to Seminole County.

#### TASK 1. Data Collection and Data Review

Gather pertinent data related to the project from Seminole County and other applicable agencies and local communities. All data collected shall be reviewed to determine the significance of the information at hand relative to defining the project design, hydrologic/hydraulic characteristics, erosion and sediment condition, wetland impacts, and surface water quality and quantity conditions within the project area.

Relevant data available at the County include:

- USGS Maps and Contours GIS Layer
- Wetlands GIS Layer
- Soils, Land Use, and FEMA maps GIS Layer
- Seminole County Contour Map Digital and Hard Copy (available from the County's website)

#### TASK 2. Right-of-Way, Topographic, Utility Survey, Legal Description

The Consultant shall obtain the necessary right-of-way (ROW) and topographical survey for the project design and preparation of plans. Surveying services shall include, but are not limited to the location of the outfall system for the two cross-culverts and topographical information of the immediate project and problem areas. The field survey shall also detail existing drainage and stormwater management systems within the project area.

Upon identification of the land acquisition requirements for the project or if necessary, the Consultant shall prepare a legal description and sketch of the easement or parcel to be acquired.

The survey shall locate and delineate utilities within the right-of-way and project vicinity. The exact utility location, both horizontal and vertical, shall be surveyed and shown in the construction plans. All vertical information shall be referenced to Seminole County Vertical Control (NAVD1988), Horizontal information shall reference State Plane Coordinates, Florida East Zone (NAD 1983). The Consultant shall provide the County with two (2) copies of the original signed/sealed Survey and an electronic copy of the same in both AutoCad and PDF format.

#### TASK 3. Soil Survey and Geotechnical Data

The Consultant shall conduct a sub-surface soil investigation as necessary for the project design. The sub-surface soil investigation shall include soil borings in areas where new structures are proposed. Permeability or hydraulic conductivity tests may be required if a stormwater retention pond is proposed as part of the project.

#### TASK 4. Hydrologic & Hydraulic Evaluation / Engineering Analysis & Design

The Consultant shall identify and delineate the drainage areas associated with the drainage system. Prepare appropriate nodal network schematics for each of the drainage systems in the sub-basin. Rates and volumes of stormwater runoff for each system for the appropriate storm events shall be determined using the St. Johns River Water Management District (SJRWMD) rainfall volumes and distributions. Modeled storm events shall include Mean Annual, 10-Year, 25-Year, and 100-Year 24-Hour storms. Models - The Consultant shall provide modeling scenarios for existing conditions, the *Existing Conditions Model* and for proposed conceptual deficiency corrections, the *Design Model*.

The Consultant shall recommend a minimum of two (2) conceptual corrective alternatives (30% plans) for addressing erosion and sedimentation or any flooding problem, water quality treatment, and easement or right of way needs. Water quality treatment alternatives shall evaluate stormwater treatment opportunities such as baffle boxes as well as any other applicable BMP. The conceptual alternatives shall outline land acquisition and/or easement needs; identify preliminary construction costs and Environmental Resource Permit requirements.

Upon review with Seminole County staff, the consultant shall proceed with the preparation of final design plans for the selected corrective alternative. Construction plans and specifications shall conform to FDOT format. The cost estimate will include final design services, land acquisition, construction, and materials.

Recommendations and findings of this evaluation shall be included as part of the Final Technical Memorandum Report outlined in Task 8.

#### TASK 5. Environmental and Regulatory Permitting

The consultant shall arrange a pre-application meeting with SJRWMD staff for the recommended alternative. The Consultant shall prepare and submit permit packages to the SJRWMD for their review and approval. The Consultant will monitor the permit throughout the approval process. The consultant shall anticipate two requests for additional information (RAI) from the SJRWMD, and will respond in writing to two (2) RAI's.

Although this project is a stormwater improvement project and its implementation should be considered as mitigation, if required, the Consultant shall prepare an environmental report addressing on-site mitigation, wetland evaluations, and/or planting plans.

#### TASK 6. Limited Construction Administration Services

The Consultant shall provide services to coordinate and facilitate the beginning of construction. All construction specifications shall refer to FDOT specifications. The

Consultant shall only be required to prepare Special Provisions or Technical Specifications for items not covered by FDOT specifications. Seminole County will provide the appropriate front-end documents for the specifications and bid package. The Consultant is required to attend the Pre-Construction Conference and shop drawing approvals.

#### TASK 7. Meetings, Coordination, and Project Schedule

Regular meetings will be held with Seminole County staff to discuss the project's progress and/or problems. Minutes of these meetings will be supplied by the Consultant to the County for review. The consultant will prepare and submit a detailed project schedule identifying major tasks, duration, and tasks relationships. The project schedule shall be submitted within ten (10) days after receiving a Notice-to-Proceed. Deviations from the established project schedule of more than one week will be scrutinized, and must be explained with corrective actions identified. Revised schedules will be required when deviations occur.

#### TASK 8. Deliverables

The Consultant shall prepare and submit three (3) copies of a Preliminary/Draft Technical Memorandum Report outlining the findings of the evaluation, specifically outlining purpose, recommendation, and the results of Tasks 2, 3, 4 and 5. The report shall include conceptual designs and supporting information, analyses, and models. Upon review by County staff, the Consultant shall submit three (3) hard copies plus one (1) electronic copy (PDF format) of the Final Technical Memorandum Report incorporating the review comments provided.

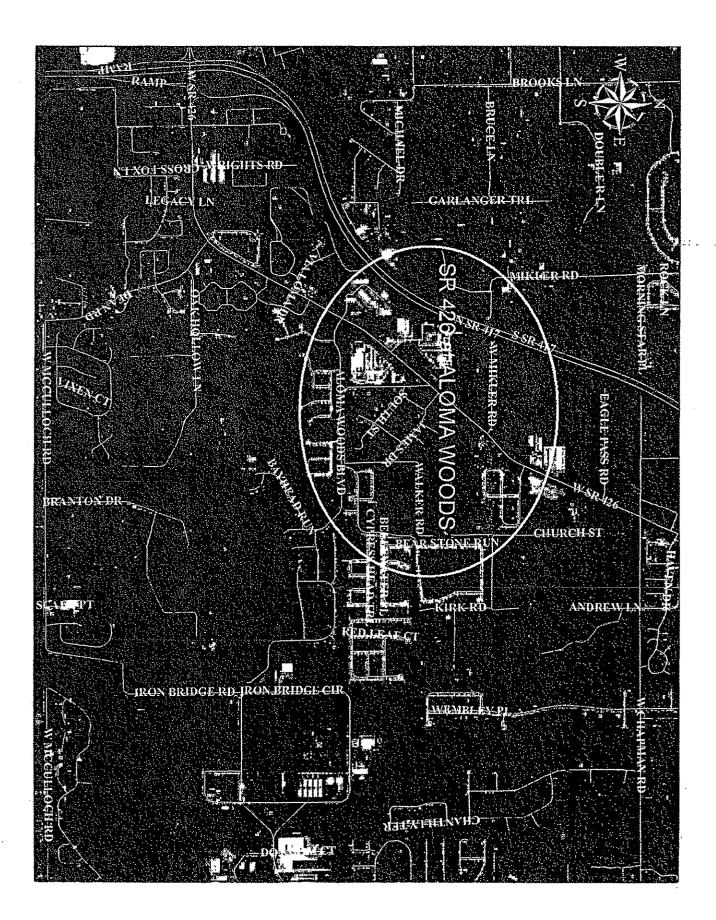
The Consultant shall prepare and submit three (3) copies each of the Preliminary (30%), 90% and Final Plans for review and approval. All final submittals should be signed and sealed with one (1) electronic copy in PDF format.

#### TASK 9. Damage Assessment

This task and the following task are on an emergency need basis only. These include providing immediate support for the assessment/survey of damages resulting from flooding, tornadoes, hurricanes and other hazards within the basin; and preparing documents required for the implementation and funding approval of the recommended solutions for the deficiencies and damages. Final scope of services for projects within Task 9 & 10 will be negotiated for each individual project, as the need arises.

#### TASK 10. Plan Preparation and Permit Acquisition

Prepare plan documents and specifications of the recommended mitigations and improvements. Apply and acquire necessary permits required for the implementation of the recommended mitigations and improvements. Assist in the shop review and construction administration as needed.



## Board of County Commissioners SEMINOLE COUNTY, FLORIDA

# **WORK ORDER**

Work Order Number:

Contract Title	Dated:
Project Title:	
Consultant:Address:	
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
this Agreement by the parties and shall be compl	ovided by the CONSULTANT shall commence upon execution of leted within <u>calendar days</u> from the effective date of this e shall be grounds for Termination of both the Work Order and
Work Order Amount:	DOLLARS (\$)
IN WITNESS WHEREOF, the parties hereto have , 20, for the purposes state	made and executed this Work Order on this day of ed herein.
<u>ATTEST:</u>	
, Secretary	By:, President
(CORPORATE SEAL)	Date:
<u>WITNESSES:</u>	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
(Procurement Analyst)	By: Robert Hunter, Procurement Supervisor
(Procurement Analyst)	As authorized by Section 8.153 Seminole County Administrative Code.
OC #	ON #
	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 release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- 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"



## SEMINOLE COUNTY Public Works - Roads / Stormwater

## **PS-3166-08**

Engineering Study and Design Services for SR 426 at Aloma Woods Stormwater Improvement Project, Red Bug Lake Road at Howell Creek Erosion Control and Howell Creek Basin Capital Improvement Projects

Labor Category		w Hourly Rate (\$/hour)	Multiplier	Billing Rate (\$/hour)	
				ł	
Principal-In-Charge	\$	67.00	2.72	\$	181.92
Chief Engineer	\$	57.50	2.72	\$	156.13
Project Manager	\$	53.00	2.72	\$	143.91
Senior Engineer	\$	37.00	2.72	\$	100.47
Project Engineer	\$	31.50	2.72	\$	85.53
Engineer Intern	\$	29.00	2.72	\$	78.74
Senior Environmental Scientist	\$	42.00	2.72	\$	114.04
Environmental Scientist	\$	33.50	2.72	\$	90.96
GIS Technician / Designer	\$	34.00	2.72	\$	92.32
CADD / Computer Technician	\$	22.00	2.72	\$	59.74
Public Information Specialist	\$	20.00	2.72	Ś	54.31
Secretary Clerical	\$	16.00	2.72	\$	43.44

### Multiplier Calculation

Direct Raw Labor	100.00%
Audited Overhead (General + Fringe)	140.18%
Subtotal Labor and Overhead	240.18%

Profit @ 11% of 240.18% 31.35% Total Multiplier 271.53%

Signature: Date: 7/29/2008

I do hereby attest and certify that the raw labor rates provided herewith are true and accurate as of the date of this signature.

## EXHIBIT D

## Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of <u>PS-3166-08/DRS-Engineering Study and Design Services for CR 426 at Aloma</u> <u>Woods Stormwater Improvements Project, Red Bug Lake Road at Howell Creek Erosion</u> <u>Control and Howell Creek basin Capital Improvement Projects</u> are accurate, complete, and current as of (Date)\*\*. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm	Inwood Consulting Engineers, Inc.	
<pre>Signature</pre>	Dave G. Coleman	
Name	T 10 01	
Title	Vice President	
Date of execut	tion*** <u>04 August 2008</u>	

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

\*\* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

\*\*\* Insert the day, month, and year of signing.

(End of certificate)

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Proprietary Source Procurement for the GovMax v5 Implementation (\$157,500.00 excluding reimbursable expenses)

DEPARTMENT: Administrative Services	DIVISION: Purchasing and Co	ontracts
AUTHORIZED BY: Frank Raymond	CONTACT: Betsy Cohen	<b>EXT</b> : <u>7112</u>
MOTION/RECOMMENDATION: Approve a Proprietary Source procuremen	•	ementation wi

/ith MethodFactory, Sarasota (\$157,500.00 excluding reimbursable expenses).

County-wide

Ray Hooper

### **BACKGROUND:**

Seminole County is currently in the fourth year of a contract with Sarasota County for a webbased budget system (GovMax). Sarasota County is implementing an upgrade to the current version. The newer version offers internal import capabilities; facilitates ad hoc reporting and maintains historical data within one database. MethodFactory is the only provider chosen by Sarasota County to implement the newer version of software. Moving to a new budgeting software package or another programming firm would result in significantly higher costs, both in the initial setup and in ongoing costs.

MethodFactory will provide the County, independently from the Sarasota County Agreement, the implementation GovMax V5.0 version which is designed with a flexible yet integrated architecture that allows for cascading-down of organization priorities, and rolling up of measures, expenditures and FTEs to deliver a transparent view of how organizational resources are aligned for the betterment of the community. The stages of implementation of GovMax V5.0 are:

Stage 1 - Setup - 1) Configuration of Development Environment; 2) Configure Base System; 3) Load "Look up" data; 4) Load Account details.

Stage II - Acceptance - 5) Configuration of Staging (Testing) environment; 6) System administration, orientation and on-line help administrator, orientation and training; 7) Client acceptance of implementation, Statement of Work.

Stage III - Deployment - 8) Configuration of the Production environment.

The total cost for the implementation is \$157,500.00 excluding reimbursable expenses which will be billed at cost.

## **STAFF RECOMMENDATION:**

Staff recommends that the Board approve a Proprietary Source procurement for the GovMax v5.0 Implementation with MethodFactory, Sarasota (\$157,500.00 excluding reimbursable expenses) and authorize staff to issue a Purchase Order.

### ATTACHMENTS:

- 1. Proprietary Source
- 2. MethodFactory Proposal

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

# **SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION**

	SINGLE SOURCE	SOLE S	OURCE	PROPRIETARY SOUR	CE				
Date Reques	sted: <u>09/17/08</u>	na na su	JD	E No.:					
Requestor: _	Requestor: <u>Benjamin Crawford</u> Telephone/Ext.: <u>7148</u> Department/Division: Fiscal Services/Budget								
Description of	escription of Products/Services: <u>Upgrade of Seminole County's current web based budget software.</u>								
Make	Mar	nufacturer		Model#					
Support justi	fication (Please attac	h additional inform	nation as appropria	ite):					
currently in ou provide budge database. Me Moving to som	The County Budget office currently contracts with Sarasota County for our web-based budget system (Govmax). We are currently in our fourth year of the contract and are implementing an upgrade to the current version. The newer version will provide budget with internal import capabilities, facilitate ad hoc reporting and maintain historical data within one database. Methodfactory is the only vendor chosen by Sarasota County to implement the newer version of software. Moving to some other budgeting software package would result in significantly higher costs (both in the initial setup and in ongoing costs). It would be difficult, if not impossible, to maintain our current data within a new budget software environment.								
Proposed Ve	endor: <u>Method Facto</u>	ory Phone	# <u>1-800-345-2699</u>	(Steve Walter)					
Other Compa	anies contacted: (Att	ach documentatio	n of each firm cont	acted)					
		<u>Cc</u>	ompliance:						
Does the requ	irement comply with th	e definition of sole/	proprietary source as	described in Section 220.4?	⊠Yes ⊡No				
	dity or service of a "un YES", please explain in de		ould support a "Single	Source" justification?	⊠Yes □ No				
Necessary: Is	s this commodity or ser	vice necessary to a	ccomplish the Count	y's task or mission? XYes	🗌 No				
<u>Unique</u> : Is this	s commodity or service	e, or some necessai	y features, unique to	this source?	🗌 No				
Compliance	with Bid Tamperin	g ( <u>F.S. 838.22</u> ) is	acknowledged b	<del>, sig</del> natures below:					
Requesting I	Division Manager's S	ignature:	Xmip P(	JAR Date:					
Requesting I	Department Director'	s Signature:	-J.5-	Date: <u>9</u> //1	1/08				
	Purch	asing and Cont	racts Division D	etermination:					
Analyst Supervisor/M		Approval Approval	<ul> <li>Disapproval</li> <li>Disapproval</li> </ul>	Date:					
Determinatio	Posted (at least 7 bus on Posted (at least 3 applicable:	business days)	From From	to to					
Comments:_									
Purchase Or	der No.:		Amount of Purcha	ase: \$					

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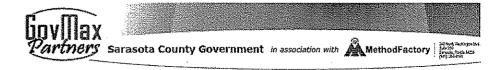
# Seminole County GovMax V5.0 Implementation Proposal

Prepared by MethodFactory September 3<sup>rd</sup>, 2008

Doc ID: 100207

Seminole County

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	2.2	Budget Shop POCs
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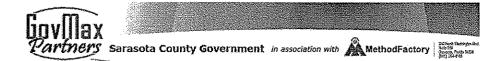
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finyMax	Sarasota County Government in association with MethodFactory	The subscription of the su
Partners	Sarasota County Government in association with	đ.

7	Posi	ition	Budgeting	
7	.1	Ove	erview	
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8	.1	Sec	urity Roles	
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10	Perf	form	ance Management	
11	Rep	ortir	ng	
1	1.1	Bas	e Reports	
1	1.2	Bud	lget Documents	
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#### **1** Introduction

# 1.1 Reader Guidelines

You, as a reviewer of this document, and a stakeholder in this project, have a responsibility to carefully review this document.

It is critically important that the reader understands that this document is the complete, definitive, and exclusive definition of this implementation effort, and that by initialing this document, the reader acknowledges that fact.

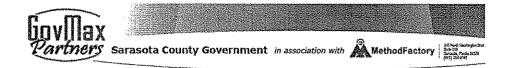
If the reader is aware of any other features, processes, procedures or efforts that need to be included in this effort, it is his or her responsibility to make the author aware of these so the document can be updated prior to finalization.

If the reader does not understand, or is unclear on any aspect of the effort described in this document, it is his or her responsibility to discuss those points with the author and ensure that the appropriate sections are suitably clarified before this document is finalized.

Please Initial:

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# 1.2 Document Purpose

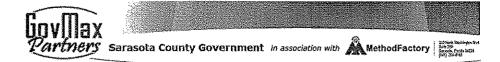
This document details the GovMax V5 implementation plan for Seminole County.

# 1.3 Revision History

Date	Author(s)	Version	Comments
Oct 30 <sup>th</sup> , 2007	Scott Auer	1.0	Draft
Jan 11 <sup>th</sup> , 2008	Scott Auer and Steve Walter	1.1	Draft
Mar 21 <sup>st</sup> , 2008	Scott Auer and Steve Walter	1.2	Final
Aug 4 <sup>th</sup> , 2008	Scott Auer	1.3	Updated Milestones dates and language and Appendixes.
Sept 3 <sup>rd</sup> , 2008	Scott Auer	1.4	Updated based on conference call on 9/3.
Sept 8 <sup>th,</sup> 2008	Steve Walter	1.5	Updated list of required reports based on conference call and input from Karen.

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# 2 Housekeeping

The following section outlines the stakeholders responsible for the Seminole County GovMax 5 implementation.

# 2.1 Executive Sponsor

The following person(s) are listed at the executive sponsor for the implementation.

1. Executive Sponsor ..... Lisa Spriggs

# 2.2 Budget Shop POCs

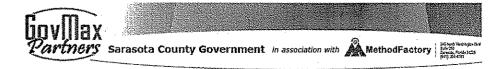
The following person(s) are listed as the persons of contact within the budget shop for implementation.

Each area should have a single person with subject matter expertise and decision making authority. During the implementation, these individuals must be available to answer questions, provide insight and validate business rules. If any individual is not able to commit to the project timeline, another point of contact should be appointed. An individual could serve as point of contact for one, or all areas.

- 1. Manager ..... Lin Polk
- 2. IT ..... Fred Coulter
- 3. Operating ..... Lin Polk
- 4. Capital ..... Fred Coulter
- 5. Personnel ..... Karen Hufman

Seminole County

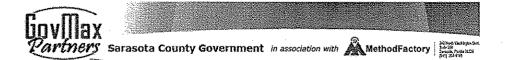
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6. Project Manager ..... Fred Coulter

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# 3 Implementation Overview

GovMax version 5.0 is designed with a flexible yet integrated system architecture that allows for cascading-down of organizational priorities, and rolling –up of measures, expenditures and FTEs to deliver a transparent view of how organizational resources are aligned for the betterment of the community. This balance of flexibility and functionality is a double-edged sword, however, requires that we, as the application administrators, have a precise understanding of your current organizational, financial, and performance structures.

Throughout the implementation process, we will call on you and your people to answer questions, supply data and confirm business rules. Delays in responses to inquiries from the implementation team will cause one-for-one slippage of the go-live date. Incomplete or inaccurate responses to requests for data and organizational business rules will result in slippage of the scheduled go-live date and/or rework that will adversely impact the estimated budget.

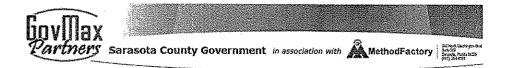
It is critical that the reader understands that this implementation proposal is exclusive of any services not explicitly defined in this document, including; application hosting, budget management consulting, ad hoc support, custom report development (not defined in the 'Reporting' section of this document) and any other services related to the on-going maintenance and operation of the software.

If for whatever reason you believe at any time, that any aspect of the project may be at risk, please immediately contact Steve Walter at (888) 345-2699, or via. Cell at (941) 809-0907.

**Please Initial** 

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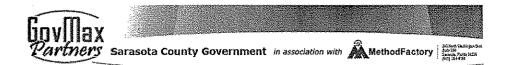


# 4 Stages of Implementation

The following section outlines the stages to implement GovMax V5 for Seminole County.

Stage I.	Stage II.	<b>Stage III.</b>
Setup	Acceptance	Deployment
Development Environment:	Staging Environment:	Production Environment:
gmv5SEM.methodFactory.com	<u>SEMstg.fiscalgov.com</u>	SEM.fiscalgov.com
 Invoicing Milestones	Invoicing Milestones	Invoicing Milestones
<ul> <li>#1 - Configuration of Development Environment</li> <li>#2 - Configure Base System</li> <li>#3 - Load 'Look-up' data</li> <li>#4 - Load Account Details</li> </ul>	<ul> <li>#5 – Configuration of Staging (Testing) Environment</li> <li>#6 – System Administration Orientation and On-Line Help Administrator Orientation and Training</li> <li>#7 – Client Acceptance of Implementation Statement of Work.</li> </ul>	

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# 5 Target Timeline

The following section provides the estimated timeline for the project.

#### 5.1 Deliverables & Milestones

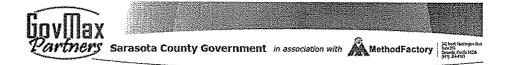
	Deliverable	Milestone
		Date
Milestone	Software Implementation Started	9/15/08
	Stage I – Setup	
1	Configuration of Development Environment	9/15/08
2	Configure Base System	9/26/08
3	Load "look-up" data	10/3/08
4	Load Account Details	11/3/08
	Stage II – Acceptance	
5	Configuration of Staging Environment	11/4/08
6	System Administration Orientation and On-Line Help	TBD
	Administrator Orientation and Training	
7	Client Acceptance of Implementation Statement of Work	11/18/08
	Stage III – Deployment	
8	Configure Production Environment	11/19/08
Custom Re	porting Milestones	
1	25% Report Workspace Configuration	N/A
2	70% Report Development	N/A
3	5% Report Production Deployment	N/A

\* Client will provide the data in the format(s) requested in this document prior to the milestone identified.

The above described schedule of milestones and associated deliverables will be used for this project. In the absence of any specific deviations, provided in writing, to the deliverables defined in this implementation plan, final client delivery will occur on <u>11/19/08</u>. Any milestone related invoices will be issued upon the milestone delivery. The client has 7 days from date of milestone delivery to validate the deliverable. Unless the client notifies MethodFactory of a specific objection to the milestone deliverable within the 7 day period that deliverable shall be considered met and the balance of the project shall continue as per plan. If the client notifies MethodFactory of a specific objection, the objection shall be

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evaluated for its validity per the requirements listed in this document. If the objection is determined to be valid, the objection shall be resolved. Any project timeline adjustments associated with client objections shall be provided in writing.

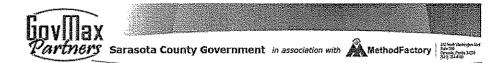
# 5.2 Services Provided by Sarasota County

It is acknowledged that Client (Seminole County) may enter into an agreement with Sarasota County for services related to its web-based budgeting application ("GovMax"). Client acknowledges and agrees that any such agreement with Sarasota County is independent of this Agreement. In the event Client experiences any service delivery or any other issues with the services provided by Sarasota County, this Agreement shall continue and shall not terminate and such issues shall not affect Customers obligations hereunder, including but not limited to, making timely payments as set forth in this Agreement.

Notwithstanding anything in this Agreement to the contrary, MethodFactory does not warrant or make any representation as to the Budgeting Application functionality, its performance, use, or the results of its use. MethodFactory disclaims all warranties, express and implied, related to the GovMax including, but not limited to, the implied warranty of merchantability, quality of information and fitness for a particular purpose.

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#### 5.3 Milestone Delivery Definitions

The following section documents what will be delivered to the client for each of the defined milestones.

The target milestone dates below must be met in order to deliver the application in accordance to the target time line.

#### 5.3.1 Stage I. - Setup

#### **Milestone #1: Configuration of Development Environment**

Seminole County's GovMax V5 development environment is configured and accessible. The Seminole County specific system configuration (including the establishment of Seminole County's navigation structure, base administrator accounts and site options as defined in Organizational Setup) will be completed.

#### Site: http://gmv5sem.fiscalgov.com

#### Milestone #2: Configure Base System

A - Client Implementation Portal is configured and ready for use.

Site: http://extranet.methodfactory.com/GovMax/SEM/default.aspx

MethodFactory and Client will be able to access GovMax V5 SharePoint Implementation portal to communicate and store; milestones status, meeting notes, import files and any other files or communication used during implementation.

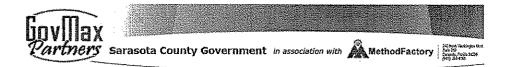
#### **B** – Application Configuration

MethodFactory will have the GovMax application configured based on the options as defined in Organizational Setup. At this point the users of the three named roles will be able to log into GovMax V5 development environment site options area <u>only</u>.

User's designated as System Administrators will be able to log into this environment under the System Administrator's credentials, however no data will have been migrated at this point.

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The status of each milestone is tracked within the project portal. The milestone statuses can be reviewed by clicking on the link titled 'Milestones'.

#### Milestone #3: Load "look-up" data

All client provided look-up data [e.g. line items objects, departments, business units, position additives, job classifications...] has been loaded into the development environment.

The Load "look-up" data milestone will be met when client provided "look-up" data has been successfully imported into the GMV5 development environment. The acceptance criteria can be confirmed by comparing the client provided "look-up" data (excel files) with the GMV5 table content (available for export via Settings > Customization > Data Export). The status of each "look-up" data table load is tracked within the project portal. The data load status can be reviewed by clicking on the link titled 'Data Load Schedule'.

#### Milestone #4: Load Account Details

All client provided implementation data [e.g. line items, positions, capital projects...] has been loaded into the development environment.

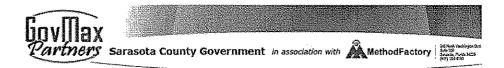
This milestone will be met when client provided Account Detail data has been successfully imported into the GMV5 development environment. The acceptance criteria can be confirmed by comparing the client provided Account Detail data (excel files) with the GMV5 table content (available for export via Settings > Customization > Data Export). The status of each Account Detail data table load is tracked within the project portal. The data load status can be reviewed by clicking on the link titled 'Data Load Schedule'.

# Supplemental Data Manipulation (See attached Appendix 'C' SEM2008\_03 GovMax Implementation Data Manipulation)

Within the scope of the GovMax V5 Implementation project (Appendix 'B' SEM2008\_02 GovMax Client Implementation), MethodFactory will perform the initial load of "look-up" and account detail data as a fixed-price element of this statement of work. The milestones of Load 'look-up' data and Load Account Details will have been met when each "look-up" and account detail table has been

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populated with the first set of data supplied by the client (see acceptance criteria in the Load 'look-up' data and Load Account Details milestones).

At the client's request and based upon the variability inherent in data migration projects, supplemental data manipulation services are offered on a time and material basis following the initial loads and the achievement of the Load 'look-up' data and Load Account Details milestones.

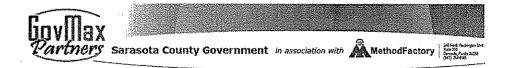
Data Manipulation consists of the process whereby MethodFactory will perform manual adjustments on the data, based on requirements/conditions identified by the client. The client will be responsible for funding the time and material statement of work in advance of project kick-off (SEM2008\_03 GovMax Implementation Data Manipulation attached as Appendix 'C').

It has been estimated that **180** hours maybe required performing the client directed data manipulation services.

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#### 5.3.2 Stage II. - Training & Acceptance

Milestone #5: Configuration of Staging Environment

Seminole County's GovMax V5 staging environment is configured and accessible. The Seminole County specific system configuration (including the establishment of Seminole County's navigation structure, base administrator accounts and site options as defined in Organizational Setup) will be completed.

#### Site: http:// semstg.fiscalgov.com

Milestone #6: System Administration Orientation and On-Line Help Administrator Orientation and Training

MethodFactory will provide quick-start application administrator orientation for the purpose of familiarizing client designees with the core functionality of the application. The orientation will include hands-on access into all workspaces, as well as an in-depth discussion of system administered settings. The objective of the Client-side Application Administrator Orientation is to enable the client effectively identify data and application configuration issues.

Administrator Orientation and Training will occur on-site at MethodFactory's office in Sarasota, Florida. Client is responsible for travel, lodging, meals, and any other costs incurred.

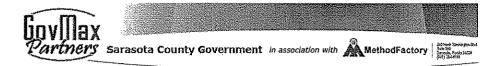
MethodFactory will provide client with written documentation regarding the administration of On-Line Help and will conduct (1) training session to demonstrate to system administrators and/or Management & Budget SMEs the process for populating and managing on-line help.

**Milestone #7:** Client Acceptance of the Implementation Statement of Work (sample acceptance document attached in Appendix 'F')

During this milestone the client will sign-off that implementation is completed as described in the statement of work (SEM2008\_02 Seminole County GovMax Client Implementation) and the V5 budget accurately reflects the data scripts/files provided for the implementation. Seminole County's GovMax is ready for production use.

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This milestone is for the standard implementation of GovMax V5 and does not consider any custom report development.

# 5.3.3 Stage III. - Deployment

Milestone #8: Configure Production Environment

Seminole County's GovMax V5 production environment is configured and populated with the staging environment data that was accepted as per the Client Acceptance milestone.

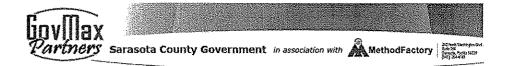
The Seminole County specific system configuration (including the establishment of Seminole County's reporting structure, base administrator account and site options as defined in the Organization Setup section) will be completed.

The Seminole County will have finial determination for the 'go-live' date of their GovMax V5 implementation.

Site: http://sem.fiscalgov.com

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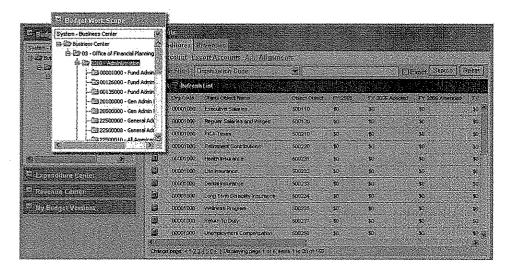
# 6 Organizational Setup

The following section outlines the organizational setup and configuration for the Seminole County GovMax V5 implementation.

# 6.1 Reporting Structure

The following section outlines the requested reporting structure. This structure will be used to navigate to the desired reporting level.

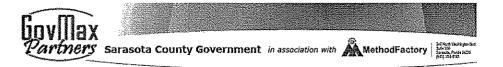
For Example:



This navigation structure is then used for the development of the reporting structure:

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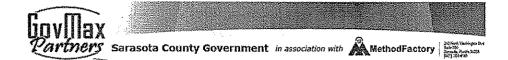


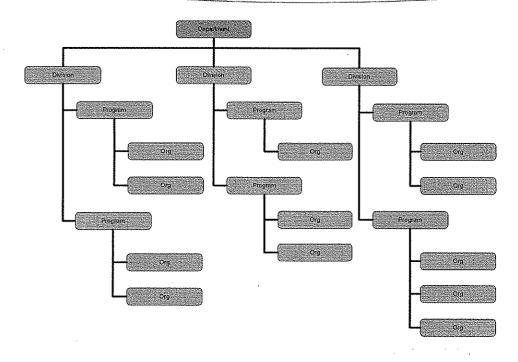
03 Office of Financial Planning & 0310 Administration	Rev Sarasota County Government	enue Line iten	ı Budget gra	uped by Bus	shiess Cent	er, Busines	s Unit	Fiscel \	(ear 20
© 0920 Fiscal and Manageme	Account	FY 2068 Return	Allopted	FY 2005 Amanded	FY 2007 Budget	FY 2009 Euclyset	FY 2009 Budgal	PY 2910 Buckpet	FY 2011 Dudgely
G-0323 Financial Systems		03	Office of	Financial	Planning	1			
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	0310 Administration								÷.
0360 Risk and Safety	·								÷.
III UJ/U AS Automotive Resolt	00001000 Fund Admin								1
	345901 Bond Application Fee	3,500	¢	Ø	0	0	0	0	×.
1	361119 Interest Earnings	2,401,587	1,600,000	1,600,000	1,600,000	1,500,000	1,500,000	1,600,000	1,600
	381308 Realized Gain(Loss) on Investm 361381 Unrealized Gain(Loss) Investm	102,218			0	P	0	0	Â
l.	369900 hisoelaneous Operating Revenu	6,500	¢	0	0	0	0	0	Ų
Í.	391101 Transfer from Fund 101	493,148	449,189	449,169	179,437	179,537	179,637	179,537	17
	381102 Transfer from Fund 102	129,448	125,021	125,021	70,926	72,808	74,876	70,951	70,
	381109 Transfer from Fund 189	1,138,111	1,604,912	1,604,913	1,804,912	1 604 912	1,604,912	1,604,912	1,86
£	381117 Transfer from Fund 117	þ	26,608	20,000	ŝ	Û	0	0	e e
	381119 Transfer from Fund 119	697,300	2,312,400	3,000,489	2,289,580	3,293,572	2,298,704	2,295,520	2,282
Ĩ	391130 Transfer from Fund 130	604,484	615,127	616,127 800,000	015,127	616,127	816,127	615,127	675

Seminole County Actual Reporting Structure:

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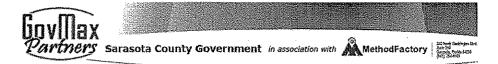
Leve	I Reporting Structure	Value	Source
1	Department	01	V4 Department Lookup Table
2	Division	01010	V4 Division Lookup Table
3	Program	00000	V4 Program Lookup Table
4	Org Code	010100	V4 Org Code Lookup Table

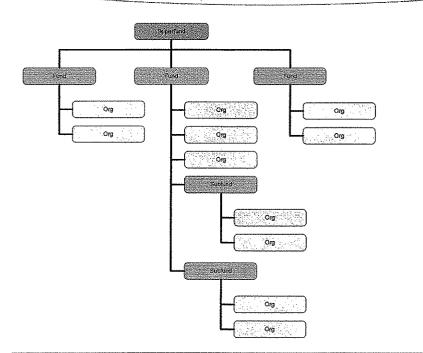
# 6.2 Financial Structure

The following defines the Financial structure that will be used as the import file format (IFF) for importing Seminole County's account data. The proposed IFF must include all levels defined in the organizations reporting structure.

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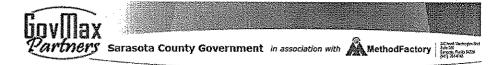




Financial Structure	Value	Description
Department		Lookup to Department table
Division		Lookup to the Division table
Program		Lookup to the Program table
Org Code		Lookup to Org Code table
Super Fund		Lookup to Fund table
Fund		Lookup to Fund table
Account Object		Lookup to Account Object table
Account Type	E	Pick List (E)xpenditure/(R)evenue
Adopted	\$0	Dollars
Amended	\$0	Dollars
Encumbrance/Encumbered	\$0	Dollars
YTD Actual	\$0	Dollars
UDF-1	\$0	User Defined Dollars
UDF-2	\$0	User Defined Dollars

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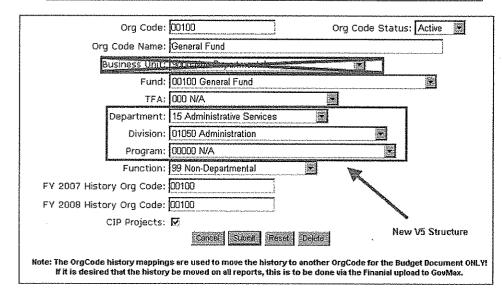
UDF-3	\$0	User Defined Dollars
UDF-4	\$0	User Defined Dollars
UDF-5	\$0	User Defined Dollars

# 6.3 Org Code Structure

The Organization Code is the last element of the reporting structure and ties the reporting structure to the operating budget. The following outlines the expected Org Code structure for Seminole County.

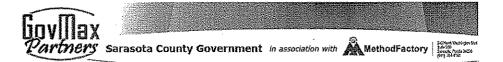
Seminole County Org Code Entity Structure:

Org Code Structure	Value Source Table	Notes
Org Code	N/A	
Program	Program	
Fund	Funds	
SuperFund	Funds	SuperFund is located on the Funds Lookup table.



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#### **Business Rules:**

There are four levels, Superfunds, Funds, Subfunds, and Orgs. Both Superfunds and Subfunds are optional elements. An org can be assigned to either a fund or a subfund. A subfund must be assigned to a fund. But a subfund can only be aligned to a single fund. A fund may be assigned to a superfund.

Comment [MF1]: Need to quote the Fund report changes to support this Fund structure.

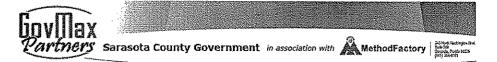
# 6.4 Site Options

The following section defines the default site options that will be configured for the new installation.

Fiscal Year Information	
<ul> <li>Fiscal Start Month (Jan-Dec)</li> </ul>	October
Fiscal Start Day (1-31)	1 <sup>st</sup>
Budget Information	
Operating Forecast years	5
CIP Forecast years	5
<ul> <li>Budget method (monthly, quarterly, semi-annual, annual)</li> </ul>	Biennial (Even/Odd)
Budget Phases (requested, CEO recommended, adopted)	(6) Approved, Consensus, Worksession, Public Hearing 1, Public Hearing 2, Adopted
<ul> <li>Budget Years Adopt<sup>++</sup></li> </ul>	2
FY Current Database	FY '09 approved budget
Historical Database(s)	FY '08 adopted budget
Service Levels	
No. of Service levels	4
Continuation Service level	1
Operating Budget Service level	1 and 2
Budget Issue Service level	3
CIP service level	4
Position Budgeting	
Position number scheme	JDE defined but a position number can change throughout the year.
Position number start	Deptart Code - 000
Calculates OT by Position	Not currently but would like to explore

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Comment [MF2]: Need to change to 1.0 for FTE

(Yes/No)	possibilities in GM5. Will know answer before
	completion of document.
Minimum Fringe FTE	1.0-Need to determine this affects FRS
FICA Rate	.062
FICA Exclusion Ceiling	\$102,000
Workers Comp Factor	1
Pay Periods	26
Data Migration (Refer to section Error) Ro	eference source not found, far required import file
formats)	
Required for Implementation	
Chart of Accounts	Yes
Payroll	Yes
Optional Imports	
Budget Items (Yes/No)	Yes
Budget Issues (Yes/No)	No – Any unfunded budget items and positions
	that are aligned to the budget issue will not be
	migrated.
Grants (Yes/No)	No
CIP (Yes/No)	Yes
<ul> <li>Position Budget Details</li> </ul>	Yes
(Yes/No)	
Performance Management	No
<ul> <li>Historical Details<sup>*++</sup> (Yes/No)</li> </ul>	Yes – Seminole County will provide historical data
	from 9/30/2001.

\*\*\* Historical data is required to be consistent with current detail import to be considered.

# 6.5 Budget Phases

The following section describes the budget phases for Seminole County and the corresponding calendar dates.

Phase	Name	Budget Calendar
Phase 1	Approved	Sept 30 <sup>th</sup> (FY 02)
Phase 2	Consensus	March/April

Seminole County

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Partners Sarasota County Government in association with MethodFactory

Comment [MF3]: Will send updated calendar

Phase 3	Board Consensus	April/May
Phase 4	Worksession	July
Phase 5	Public Hearing 1	Mid Sept
Phase 6	Public Hearing 2	Lat Sept
Phase 7	Adopted	Sept 30 <sup>th</sup> (FY 01)

# 6.6 Budget Calendar

The following section shows the budget calendar for Seminole County, as per section 3.5 of the County Charter.

Seminole County

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Y08/09 Budget Development Sc	hedule		FY 2007/08 CALENDAR
PROJECT	SFARY DATE	BID DAR	Coldson
uniger Schoff Religent (Two 1-Day Manimes)	11/2/07	11/16/07	S & X T W HI S S & S X Y W HF 3 S S & T W 101 F S 1 2 3 4 5 6 1 222 3
vicefing to Update Sudget Contocts on Budget Apports	-	1227/02	7 5 7 10 11 12 13 4 5 6 7 8 9 10 2 3 4 5 6 2 8 9 10 4 3 5 6 2 8 1 1 12 13 14 15 10 10 10 10 10 10 10 10 10 10 10 10 10
sectors incentory forms, Internal Service Requests Subjet issue Revelopment (Repairment Tarks)	12/10/07	20153 201226	21 22 23 24 25 26 27 18 19 20 21 22 23 24 16 17 18 19 20 21 22 23 24 25 26 27 30 31 25 26 27 30 21 23 24 25 33 37 38 29
DEADLINE: Internal Services Requests from Departments for Neel and Construction Maint	-	1/4/08	
Separate in a clear cars considered in a set <u>SEADUNE</u> : Internal Services Requests from Separate into all other Support Service Requests	* 	1/15/08	Junuary and Indiana Junuary and Indiana Junuary
HR and BTS) Sountwide Budget Meeting (IoSowing Director's			SMTWHIPS SMTWH 1 X. SAUWR 7 S 1 2 3 4 5 4 5 5 1 2 1 2 1
Kuoling)		1/11/08	6 7 8 9 10 11 12 3 4 A 8 7 8 9 2 8 8 9 8
HADLINETOR CONSINUS: Service inventory onne, Rangel Changes & University Budget Analysis	*	2/8/08	20 21 22 23 24 25 24 17 18 17 (32) 22 14 17 18 27 23
couls Team Ecolucions	2/20/08	3/21/08	27 28 27 30 31 24 24 77 77 77 27 27 27 28 27 28 27 28 27 30 31
County Manager Excoutive Team 1" Review	3/26/08	3/27 and 3/28/08	
County Manager Consensus	4/2/09	4/3 and	
County Managar Executive Team 2 <sup>rd</sup> Review	4/10/08	4/4/08 4/\1/08	1 2 3 4 5 6 7 8 7 10 8 1 2 3 1 2 3 4 5 6 7 8 7 10 8 7 10 11 2 13 34
county Manager BCC Consensus Proparation	4/14/08	4/18/08	13 14 15 16 17 10 17 11 12 13 16 15 16 17 15 16 17 28 19 20 21
CC Converse Revelue	4/24/08	671208	20 21 22 23 24 25 26 18 19 20 21 22 21 24 22 21 24 25 26 27 28 27 26 27 26 27 30
RADURE FOR WORKSESSION Prior Surger	-	5/9/08	
udget Changes / Input	5712/08	\$/6/08	Villy Avgust Supprise
repare County Manager Recommended Budgel	6/9/08	6/27/08	s at y kt the fr s at t kt the f s 3 at t kt the fs s
CC to Adopt Sentonive TRIM Roles	-	7/22/08	3 2 3 4 5 1 2 1 2 3 4 5 6 6 7 8 9 10 11 12 3 4 5 6 7 8 9 7 8 9 10 11 12 3 4 5 6 7 8 9 7 8 9 10 11 12 13 1
CC Workswalp n Meetings	7/20/05	7731708	13 14 15 16 17 18 17 10 13 12 73 14 75 18 14 15 16 17 18 79 20
	9/10/08	9/23/08	20 21 222 23 24 25 24 17 18 19 20 21 22 23 21 22 23 24 25 24 27 27 29 29 30 23 29 30 30

# 6.7 Fiscal Year Budget Setup

GovMax V5 has the ability to carry forward unlimited financial data to subsequent fiscal years. Please describe the manner in which your organization would like to have the following items carried forward from the adopted budget to the following fiscal year.

	Business Logic
Budget Items	Do not keep the budget items that are aligned to unfunded
	budget issues.
Budget Issues	For the items attached to budget issues: if the issue is
	unfunded, kill the item. if the issue is funded, leave the item
	in the budget (but not attached to an issue)

# Seminole County

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Partners Sarasota County Government in association with MethodFactory

Grants	Grants will be carried forward.		
CIP	Will be defined later. Seminole County currently does not us the CIP module.		
Positions	The fiscal budget roll function in V5 will maintain all existing positions vacant or not. During the position file import all positions that are not in the file (1) will remain in V5 and (2) a "delta" report will be available to identify the missing positions. The budget shop would use this report to make a business decision on a position by position basis on how best to handle.		
Performance Management	None		

# 6.8 Service Levels

The following section describes the service levels for Seminole County.

Service Level	Description	Business Logic Required
SL 1	Service Level 1	None provided
SL 2	Service Level 2	None provided
SL 3	Service Level 3	None provided
SL4	Service Level 4	None provided

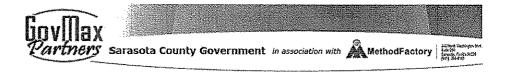
# 6.9 Special Request

The following section description special requests for Seminole County.

	Description
Biennial	Approved only happens in the 2 <sup>nd</sup> year budget. Adopt FY1
	approves FY2. 2 <sup>ND</sup> year will move through phases again.
	FY1 starts off blank.
Fiscal Year Description	Would like to identify the fiscal year as the beginning and

Seminole County

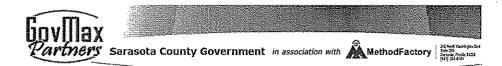
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	of the end. FY 08' in GM4 is reported as FY '2007/08.		
Position Management	Positions numbers will change throughout the year for the		
	same position. During the import to update the position		
	data positions that are new must be aligned to a budget		
	issue. After this is done, JH will clear all positions except for		
	the ones aligned to a BI and re-import.		
	GM5 has an IsImported flag on the position record. To		
	accomplish above a site option or option on the position		
	import could be used to determine if record imported prior would be deleted.		
CIP Projects	Seminole does not use CIP. They budget CIP expenditures		
-	linked to JL Code (8 digits). The way to import this is to		
	take a CIP number and back into the budget items by		
	looking at the JL code that matches + 'W'.		
	** The described business rule is currently unsupported in GovMax V5.		
Reporting	Ability to suppress page numbers for use in the budget		
	document reports		
	Seminole County requires the FY column text be displayed		
	in 2007/08 format instead of 2007.		
Position Budget Items	Seminole County has requested the budget details for		
-	Positions show the title next to the position number and		
	not the name of the employee.		
	** The described business rule is currently unsupported in GovMax V5.		

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# 7 Position Budgeting

The following section outlines and requested changes or additional business rules required by Seminole County for the application modules of GovMax V5.

# 7.1 Overview

Additives are the multipliers, flat rate and variable amounts that are combined to the base salary to produce the overall position budgets. Examples of additives include Life Insurance, Retirement, Merit, Cola, Lump Sum amounts, Workers Comp, FICA, Medicare, LTD, etc.

#### 7.2 Determining the Position's Budget

The following section describes the budgeting/calculation process for positions with GovMax V5.

#### 7.2.1 Additives Sequencing

The following section outlines the order of operation that will be performed when determining the position's overall budget. It contains the business rules that apply to all additives, and explains their potential value types as well as their position in the overall calculation.

#### Sub 1 – Salary Composition

This sequence step is responsible for adjusting the base salary before any fringe additives are added and any net totals are captured. The calculation of sub 1 generates base salary for the next fiscal year. The only adjustments allowed within sub 1 are as follows:

يحاجب ووقوا بالمستود فالمتدانية أتناه بمتعالي فالوراجي والارار الروار الرواري

1.1.1.1

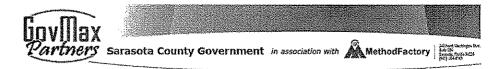
Code	Name	Percentage?	Flat Amount?	Allows Compounding
01	Merit Additive	Yes	Yes	Yes
02	COLA Additive	Yes	Yes	Yes
03	Salary Additive	Yes	Yes	Yes

#### Sub 2 – Additive Composition

This step will be responsible for calculating all additives that are dependent upon the salary calculated in Sub 1 (Base+MERIT+COLA+Lump Sum+OT).

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Code	Name	Percentage?	Flat Amount?
04	Fringe Additive	Yes	Yes
05	Non-Fringe Additive	Yes	Yes

#### Sub 2 Definitions

**Fringe Additive** – Employee compensation other than your wages, tips, and salaries, such as health insurance, life insurance, and pension plans. Most fringe benefits are deductible by the organization and are not included them in the employee's income.

**Non-Fringe Additive** – Pension benefit contributions made by an employer that are not critical to the workers health and survival.

# Sub 3 – Budget Accumulation

This step will be responsible for capturing the additive and fringe totals and optionally performing calculations on those values.

Code	Name	Percentage?	Flat Amount?
06	Net Fringe Additive	Yes	Yes*
07	Net Additive	Yes	Yes*
08	Net Salary Additive	Yes	No

\* While sub 2 should be responsible for adding flat amounts to the position's budget, they are available in step 3 as well so that negative values can be added to the final calculated additive totals, allowing a set number to be taken off the accumulated value. All positive flat amounts are encouraged to be placed within step 2.

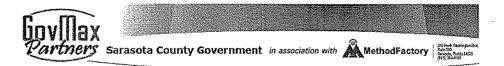
#### Sub 3 Definitions

**Net-Fringe Additive** – This type of additive is a multiple of the sum of Fringe and Fringe additives only.

**Net Additive** – This type of additive is a multiple of the sum of Fringe and Non-Fringe additives only.

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**Net Salary Additive** – This type of additive (is a multiple of the sums from Sub 1 and Sub 2. Examples of this type of additive are FICA and Medicare.

# 7.2.2 Organizational Business Rules

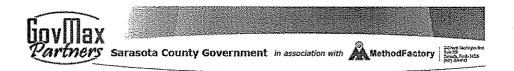
The following section outlines the business rules for calculating the position budgets of Seminole County.

Description	Business Rule	V5 Supported
FICA	FICA is calculated up to the FICA rate value.	Yes
Workers Comp	Factors the amount calculated for WC budget.	Yes
	For Example	
	A factor of .6 would reduce the amount budgeted to 60% of the un-factored amount. A factor of 1.1 would cause an organization to budget 10% more than the standard calculation would call for.	
	Will use 1.0	
Full-time	1.0 FTE or greater	Yes
Part-time	Less than 1.0 FTE	Yes
COLA/MERIT	COLA and Merit is not calculated directly into the Salary and Wages line item. These two are lumped together into their own line item.	No. The O3 – Salary Additive will have to be modified to allow for when set as a compounding additive to accept a default account object.

Comment [53A4]: 03 – Salary Addive in VS allows compounding but it does not allow for a Account Object to be directly set. Currently, the Account Object of the Regular Salary and Wages for the position is used.

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# 7.3 Position / Job Classification

The following outlines the expected Position/Job structure for Seminole County.

Seminole County Text Position Structure:

Position Structure	Aligned To	Description
Position		The position record.
Position Classification	Position	The position classification
		entity is a 'system' entity
		and must be remain with
		all installations. This entity
		contains the list of
		position additives (Merit,
		COLA, Life Ins.,
		Retirement, etc.) that will
		be inherited by Positions
		aligned to the class.
Pay Plan	Position Classification	
Pay Grade	Position Classification	
EEO	Position Classification	

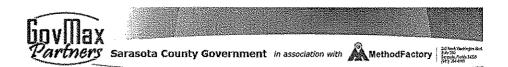
# 7.4 Position Default Account Objects

The following section defines the Account Objects that will be used for the various position types when budgeting the <u>base salary</u> for each Position.

Туре	Account Object
Full-Time	Determined by Class
<b>OPS (Other Personnel</b>	Determined by Class
Services)	
Over-Time	Determined by Class
Part-Time	Determined by Class
Temporary	Determined by Class

Seminole County

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# 7.5 Additive Groups

The following table shows the additive groups indentified for the Seminole County.

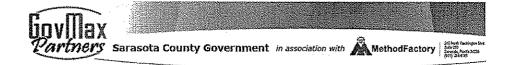
Additive Group	Additive Type	Flat/%	Account Object
Worker's Comp	Non-Fringe Additive	Percentage	510240
Retirement	Fringe Additive	Percentage	510220
FICA	Net Salary Additive	Percentage	510210
Health Insurance	Fringe Additive	Percentage	510230
Life Insurance	Fringe Additive	Percentage	510230
LTD	Non-Fringe Additive	Percentage	510230
Unemployment	Non-Fringe Additive	Flat Amount	N/A
Wellness (WELL)	Non-Fringe Additive	Flat Amount	N/A
Medicare	Net Salary Additive	Percentage	510210
COLA/MERIT	Salary Additive	Percentage/	510900
		Compounding	

# 7.6 Special Requirements

The following section outlines any special requirements and logic that would be included to calculate the position budgets of Seminole County. Please describe any special logic that would need to be considered when determining position budgets.

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# 8 Settings

The following section describes the system setting configurations for the Seminole County GovMax implementation.

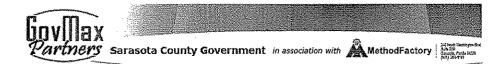
# 8.1 Security Roles

The application will be configured with three default roles, application administrator, system administrator and budget analyst. The application administrator role is <u>reserved</u> for GovMax Application Support team <u>only</u>.

The system administrator role is assigned to users of Seminole County that will be responsible for managing the application settings along with managing the access into the application. Additional roles will be defined and configured during GovMax training.

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# 9 System Data Exchange

The following section describes the data exchange features of GovMax.

#### 9.1 Financial Import

The application provides the ability for system administrators to import and/or refresh the Amended, YTD Actual and Encumbrance budgets for the current fiscal year data at any time.

If the Seminole County requires other data import functionality such as updating chargeback line-item budgets or any other bulk forecast budget import that V5 does not currently support then the GovMax GMIE (GovMax Import-Export) tool can be customized to accept these requests. All customizations required to accept a different format would require a separate scope of work.

Also, if the Seminole County is unable to provide any of the requested implementation import files in the defined V5 formats then other considerations will be made such as customization the GMIE tool to support the scrubbing of this data.

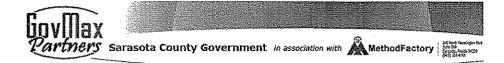
#### 9.2 Payroll Import

The application provides the ability for system administrators to import and/or refresh the Position Control data at any time. The application is configured with three import file formats for accepting Position information, Position Budget Split information and Position Additives.

If Seminole County is unable to provide the files in this format then other considerations will be made such as customization to the current GMIE tool. All customizations required to accept a different format would require a separate scope of work.

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# **10 Performance Management**

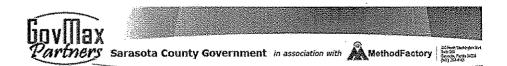
Performance Management in GovMax at the most basic level provides agencies the ability to input narratives (statements), objectives, and measures and output them into the budget document in GFOA compliant format.

For agencies that elect to go further, the functionality exists within GovMax to cascade Enterprise objectives through the Performance Management structure down to the employee level, to establish the linkage between day-to-day activities and achievement of the highest level organizational objectives. The creation of this linkage requires enterprisewide agreement regarding the means by which cascading and roll-ups are accomplished.

Using the "alignment matrix", GovMax v5 also allows organizations to dynamically associate resources (dollars and FTE investment) with the associated deliverables.

In this initial implementation phase, the deployment will include the navigation structure to populate measures and objectives that will use to produce GFOA compliant reports but does not include Seminole County specific performance data.

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# **11** Reporting

The following section outlines the reporting functionality of GovMax V5.

## **11.1 Base Reports**

The following reports will be deployed with GovMax V5 as the base reports.

Rank	Report Name	Report Type
1	Expenditure Budget Summary	Expenditure Reports
2	Expenditure Detail Item Budget	Expenditure Reports
3	Expenditure Budget Comparisons	Expenditure Reports
4	Expenditure Budget Development Comparison	Expenditure Reports
	Summary	
5	Expenditure Line Item Budget	Expenditure Reports
6	Expenditure Budget Development Comparison Detail	Expenditure Reports
7	Expenditure Budget Worksheet	Expenditure Reports
8	Expenditure Service Level Budget	Expenditure Reports
9	Revenue Budget Summary	Revenue Reports
10	Revenue Budget Development Comparison Summary	Revenue Reports
11	Revenue Budget Comparison2	Revenue Reports
12	Revenue Detail Item Budget	Revenue Reports
13	Revenue Line Item Budget	Revenue Reports
14	Revenue Budget Development Comparison Detail	Revenue Reports
15	Position Budget Summary	Position Reports
16	Position Budget Split Audit	Position Reports
17	FY yyyy Position Budget Summary	Position Reports
18	Position Line Item Budget	Position Reports
19	Budget Issue Detail Sheets	Budget Issue Reports
20	Budget Issue Revenues	Budget Issue Reports
21	Budget Issue Expenditures	Budget Issue Reports
22	Budget Issue Positions	Budget Issue Reports
23	Budget Issue Cost Summary Report	Budget Issue Reports
24	Fund Proforma Summary	Fund Proforma Reports
25	Fund Transfer Proforma	Fund Proforma Reports
26	Fund Line Item Detail Proforma	Fund Proforma Reports
27	Fund Detail Proforma Summary	Fund Proforma Reports

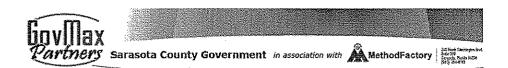
Seminole County

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Gov Max Partners		and Branne Stre		
Farmers	Sarasota County Government	in association with	MethodFactory	Site 200 Swarde, Perits 32216

28	Fund Service Level Proforma Summary	Fund Proforma Reports
29	Fund Line Item Detail History Proforma	Fund Proforma Reports
30	Project Line Item Budget Proforma	CIP Reports
31	Adopted Budget Comparison	CIP Reports
32	CIP Means of Financing	CIP Reports
33	CIP Detail Sheets	CIP Reports
34	CIP Appropriation Plan Summary	CIP Reports
35	CIP Expenditure Budget	CIP Reports
36	Operating Budget Impacts	CIP Reports
37	CIP Adopted Budget Activity Comparison	CIP Reports
38	Grant Detail Sheets	Grant Reports
39	Grant Expenditures	Grant Reports
40	Grant Revenues	Grant Reports
41	Grant Positions	Grant Reports
42	Authorized Position Summary	Budget Document Reports
43	Budgetary Cost Summary	Budget Document Reports
44	Fund Summary	Budget Document Reports
45	Business Center Organizational Charts	Budget Document Reports
46	CIP Operating Budget Impact Summary	Budget Document Reports
47	CIP Category Financial Plan	Budget Document Reports
48	Departmental Index	Budget Document Reports
49	Departmental Budget Document	Budget Document Reports

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## **11.2 Budget Documents**

The following section outlines the reports to be included/developed within the budget document, pg 57-104 of the document titled 'Budget\_Worksession\_FY2007\_09.pdf'.

Report Name	Notes
Budget Document (also refered to as The Departmental Pages)	3 sub-reports (Consensus, Work Session, Adopted) 2 versions
	Please see Special Request at the end of this section for additional <u>details.</u>
	Report Viewer: ActiveX
	Department: 01 Administration
,	Selected Report: Consensus
	Report Version: FY 2009-FY 2010
	Document Section:
	Starting Page Number: 1
Expenditure Summaries	8 sub-reports
	2 versions Fund Filter
	Accounts Fifter
	Report Viewer: Dynamic HTML (Default)
-	Selected Report: Departmental Expenditure Summary
	Fund: All Funds - Countywide
	Accounts: All Expenditures
	Document Section:
	Starting Page Number:
Revenues Summaries	6 sub-reports 2 versions
	Fz versions Fund Filter
	Accounts Filter

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	Report Viewer: Dynamic HTML (Default) 📓
	Selected Report: Departmental Revenue Summary
	Report Version: FY 2009 Amended
	Fund: All Funds - Countywide
	Accounts: All Revenues
	Document Section:
	Starting Page Number: 1
Position Summaries	4 sub-reports
	2 versions
	Report Viewer: Dynamic HTML (Default) 📉
	Selected Report: Departmental Position Summary
	Report Version: FY 2009 Amended 🔗
	Document Section:
	Starting Page Number: 1
Capital Project Summaries	10 sub-reports
	CIP Element (CIP Category) Filter
	Detail Sont
	Report Viewer: Dynamic HTML (Default)
	Selected Report: CIP Element Project Summary
	CIP Element: All CIP Elements
	Detail Sort: Project Title 📉
	Document Section:
	Starting Page Number: 1
	Angeneration and a second s
Capital Project Detail Sheets	2 sub-reports
	Print Order
	CIP Element (CIP Category) Filter

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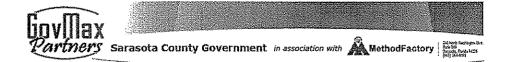
Eartners Sarasota County Government in association with MethodFactory

	Report Viewer:	Dynamic HTML (Default)
	Selected Report:	CIP Detail Sheets by Element
	Print Order:	Project Number
	CIP Element:	All CIP Elements
	Document Section:	
	Starting Page Number:	1
FY 2008 Expenditure Summary		
	Report Viewer:	Dynamic HTML (Default)
	Department:	: 01 Administration
	Primary Grouping:	Department
	Secondary Grouping:	Division
	Report Detail Grouping:	Account Major
	Document Section:	:
	Starting Page Number:	: 1
Budget Comparison by Fund		
	Report Viewer:	Dynamic HTML (Default) 🛩
	Document Section:	
	Starting Page Number:	1
Comprehensive Annual		
Financial Report	Report Viewer:	Dynamic HTML (Default) 🔀
	Report Grouping:	Fund
	Document Section:	
	Starting Page Number:	1
		International Control of the State

**Special Requests** 

Seminole County

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#### The Department Pages - "The Budget Report"

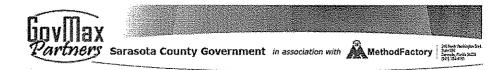
The last part of the Budget Book consists of all of the individual Department Reports, straight out of GovMax. There are three versions programmed. Rather than having these three reports, it would be more flexible to define one report, and add options on the selection screen:

- Phase Text: A text box could allow us to type in the Phase. This would show up in the title bar of every page. We wouldn't be limited to Consensus, Worksession, Adopted. We could use dates, etc.
- Number of years: 1 or 2
- Year 1 text: another text box used to title the columns
- Year 2 text: another text box used to title the columns
- Print detail page: this would print or not print the detail pages, which includes the budget by
   account line
- Print funded budget issues: this would print the budget issue page for each of the funded budget issues, as well as including a summary of the funded budget issues on each of the summary pages. Note that whether or not the budget issue themselves print, the budget includes the amounts on the funded budget issues.
- Print unfunded budget issues. This would print the unfunded budget issue page for each of the
  unfunded budget issues, as well as including a summary of the unfunded budget issues on each of
  the summary pages. Note that whether or not the budget issues themselves print, the budget
  would not include the amounts on the unfunded budget issues.

Budget Documents				
ReportName	Sub Reports	<b>Parameters</b>	<u>Comments</u>	<u>Estimate</u>
			Two Separate Reports	
Budget Document (also refered to as The			for each year	
Departmental Pages)	19	5	format/Customization	45
			Eight Separate	1997 - 1987 - 1987 - 19
Expenditure Summarles		7	Reports	
Departmental Expenditure Summary				5
Departmental Category Summary				5
Departmental Expenditure Account				
Summary				5
Fund Expenditure Summary				5
Fund Expenditure Category				·
Summary		****		5
Fund Function Summary				5
Fund Functions By Superfund				5

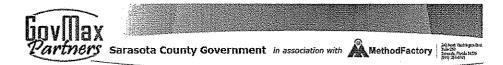
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Expenditure Category By Superfund				5
Revenues Summarles		6	Six Separate Reports	
Departmental Revenue Summary				5
Departmental Revenue Source				
Summary				5
Fund Revenue Summary				<u> </u>
Fund Revenue Source Summary		l		5
Revenue Source Summary By Department				
Revenue Source Summary By	1			
Superfund				<u>_</u>
			Four Separate	
Position Summaries		5	Reports	
Departmental Position Summary				<u> </u>
Fund Position Summary				
Departmental Position Staffing				
Summary	<u> </u>			
Fund Position Staffing Summary	Langer and a strength			
Capital Project Summaries		5	Ten Separate Reports	
CIP Element Project Summary				5
CIP Element Expenditure Summary				5
CIP Projects By Fund				5
CIP Element Expenditure Summary By Fund				
	ļ			5
CIP Projects By Department CIP Element Expenditure Summary	1			
By Department				5
CIE Projects By Element			· · ·	5
CIE Projects By Fund				5
CIE Projects By Element & Fund	:		·····	5
CIP Projects By Element (Export				1
Format)		-		5
			Two Separate	
Capital Project Detail Sheets		5	Reports	
CIP Detail Sheet By Element				5
CIP Detail Sheet By Business Center				5
FY 2008 Expenditure Summary		6		
		2		5
Budget Comparison By Fund	I	2		1 3

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## 11.3 Custom Report Development

'Custom' reporting in this document refers to client-specified custom reports which will be produced from the GovMax system. These reports are in addition to the standard base 45 reports. It is the responsibility of the Client to document, and provide to MethodFactory prior to development, any custom report business rules that were used to produce the reports.

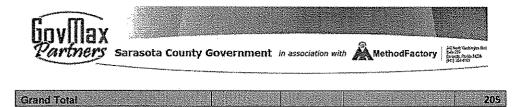
Report styling (e.g., display data, summary footing, layout, fonts, spacing, etc.) will match, as practically possible, to reports that were delivered to MethodFactory by client during the implementation planning process.

Report Name	Notes/Examples	Must have in V5 (Yes/No)
Expenditure Job Ledger Line Item Budget	Example: V4 Expenditure report, not included in base 45	
Expenditure Job Ledger Detail Item Budget	Example:V4 Expenditure report, not included in base 45.	
Position History Summary	Example:V4 Position Control report, not included in base 45.	
Vacant Positions	Example:V4 Position Control report, not included In base 45.	
Budget Analyst Report	Example: V4 Budget Issue report, not included in base 45.	
Budget Issues Recommendation Summary	Example:V4 Budget issue report, not included in base 45.	
Budget Recommendation Report	Example:V4 Budget Issue report, not included in base 45.	
Countywide Revenue Summary	Modification to an existing report. Bi-annual Budget Comparison – grouped by Major and Object.	
	Would like to get it without having to play with an existing report. Obviously we'll need a 1 and 2 year version. The 2 year version is attached. The 1 year version includes both the Tentatively	
	approved amount (from the previous year's adoption which will be saved as a snapshot) and the final Adopted amount. So either way you end up with four columns. This report should be	

Seminole County

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Comment [SJA7]: Need to discuss with Fred If there are V4 compatible versions.



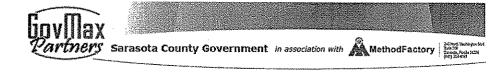
Reader requires customizations to the base budget documents defined in section titled 'Base Reports'.

Yes/No Please Initial:

205

Seminole County

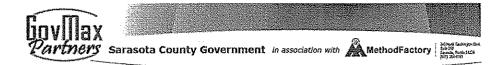
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			-
	filterable and the title should be changeable.		
	since we also create a General Fund version.		
	Example:Refer to '10 Countywide Revenue		
	Summary xis'		
Countywide Uses by Function	Modification of an existing report. Expenditure		
Summary	Summary Documents/Fund Function Summary.		
	This report is also created by modifying an		
	existing GovMax report. (The modifications		· ·
	aren't as extensive.) A 1 & 2 year version would		
	be great, same as above. This report should be filterable and the title should be changeable.	-	
	since we also create a General Fund version.		
	Example: Refer to '11 Countywide Uses by		
	Function.xis'		
Countywide Transfer Summary	Custom report		
	A 1 and 2 year version is essential. Also, we need to include an explanation, not just the raw		
	numbers as per your existing transfer report.		
	Example: Refer to '12 Countywide Transfer		· ·
	Summary xls'		
Countywide Summary of Reserves	Custom report.		
	Example: Refer to '13 Countywide Summary of		
	Reserves xis'		
Funding Per Capita by Object Category	Not available to produce in V5	N/A	
0.	Example: Refer to '22 - General Fund Funding Per-		
	Capita By Object Category xls'		
Countywide Position Summary	Modification of an existing report.	-	
	Similar to the Authorized Position Summary.		
	except limited years and breakdown of positions		
	by Full Time and Part Time.		
	Example: Refer to '1-Countywide Position		

.

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	Summary xis'		1
Positions by Division	Custom report		1
	Example: Same as the Position Summary Document except adding a division grouped		•
	report.		
New Positions By Department	Custom report	· ·	1
	Similar to the Position Summary Document		
	except only reporting on new positions.		
			- e.
	Example: Refer to '3-New Positions.xis'		
Eliminated Positions By Department	Custom report		
	Similar to the FYxxxx Position Summary/Salary		ŀ
	fringe version.		· ·
	Example: Refer to '4-ELIMINATED POSITIONS		ŀ
	DETAIL xis'		
Truth in Millage	Not possible to produce in V5	N/A	1
	Refer to :		÷
	D4 Residential Home Property Tax		•
	Calculation xis		
	D1 - Countywide Millage xls		
	D2 - Five Year Gross Taxable Value Comparison - Table xls		. 1
	D3 - Five Year Gross Taxable Value - Graph xis		Г., К
			ł
Countywide Revenue Detail by Fund	Modification of an existing report. Revenue Budget Summary by Fund grouping of none/Rev		*
	code.		ľ
			÷
	Exports a report from V4 to modify in excel. Need 1 and 2 year version.		÷.
	- and a year record.		
	Example: Refer to 'D8-Dx Revenue Detail By		
Fund Expenditure Category	Fund.xls' Modification of an existing report. Expenditure		
CIBAL C XDENOIS DE L'ABEONY	ENTROPPICATION OF AN EXISTING TENORE EXPANDING	\$ <b>1</b>	1 1

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Artners Sarasota County Government in association with MethodFactory ĥח۱

Debt Management Fund Summary	of the reasons that this report goes through Excel. Example: Refer to 'Fund Expenditure Category Summary Working,xis' Not possible to produce in V5 Custom Report Similar to Expenditure Budget Summary grouped by non/none/fund. Example: Refer to 'Funding Summary Working,xis'	N/A
	One other point on this report. This is one of several reports that are summary reports based on funds. In almost every case, a new fund forces a page break. This is a bad idea, both environmentally (more dead trees) and economically (more paper and possibly a bigger binder). If you can fit an entire fund below, another, please don't add a page break for any of these reports. In addition, provide an option to exclude any fund which has zeros in the budgeted years. Doing both of these things by hand is one	
	This report requires less massaging than most However, we still have to move the report through Excel in order to make a publication worthy report. BTW, you'll notice that there's a bit of an inconsistency as to what year two's budget is called. You probably should get final wording for what Year 2 is called from Lin Suggestions have included "Approved, Tentative, and Requested." There may be other terms out there. Whatever Lin decides is what all year two reports should use	

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This report is hardcoded by JH in V4. Every timethere is an account structure change JH has to recode. Example: Refer to 'Budget Comparison by Fund Revised.xls' Equipment Not available in V5 Example: Refer to 'EQUIPMENT SUMMARY by type of equip xls' Capital Outlay Not available in V5 Example: Refer to '01 Capital Improvements.xis' Snapshot Comparison Custom Report Similar to the FYxxxx Expenditure Budget. Comparison report. Example Refer to '05 Fund Summaries:xls' Summary of Adjustments Not possible to produce in V5 N/A Infrastructure Sales Tax Fund -Not possible to produce in V5 N/A Statements a nin A modification of the CAFR report Ad Valorem Tax - General Fund Not possible to produce in V5 N/A **Example**: Refer to '4 – Ad Valorem Tax-General Fund-2<sup>nd</sup> Qtr.pdf Fiscal Performance Report Custom Report Example: Refer to 123 - FY06-07 3<sup>rd</sup> Otr Major Rev.pdf Reserve Recap Custom Report Would like to have a 1 and 2 year version Debt Summary Not possible to produce in V5 N/A Projects - Worksession Custom Report Example: Refer to 'Projects - Worksession.pdf' CIP Detail Sheet (Custom) Custom Report

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X artners Sarasota County Government In association with MethodFactory

	Example: Refer to 'CIP Detail Sheet Template.pdf'
CIP Summary	Custom Report Example: Refer to 'CIP Summary Template.pdf'

Custom Report Development				
ReportName	Sub Reports	<b>Parameters</b>	Comments	Estimate
Expenditure Job Ledger Line Item Budget	×	2		5
Expenditure Job Ledger Detail Item Budget		2		5
Position History Summary		4		5
Vacant Positions		3		5
Budget Analyst Report	1	0		5
Budget Issues Recommendation Summary	0	2		5
Budget Recommendation Report				5
Countywide Revenue Summary		2	Custom/Two reports	20
Countywide Uses by Function Summary		2	Custom/Two reports	20
Countywide Transfer Summary			Custom/Two reports	20
Countywide Summary of Reserves			Custom	20
Countywide Position Summary			Custom	20
Positions by Division			Custom	18
New Positions By Department	1		Custom	20
Eliminated Positions By Department			Custom	20
Countywide Revenue Detail by Fund			Custom/Two reports	20
Fund Expenditure Category Summary			Custom	20
Fund Summary			Custom	18
CAFR Report - Budget Comparison by Fund			Custom	25
Snapshot Comparison			Custom	25
Fiscal Performance Report			Custom	20
Reserve Recap			Custom	20
Projects – Worksession			Custom/Three reports	25
CIP Detail Sheet (Custom)			Custom	25

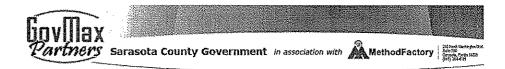
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finvMax	Sarasota County Government			
Partners	Sarasota County Government	in association with	MethodFactory	200 North Nachington Dart. 1 July 200 2 January, Pottle J4236 ( J411) J344400

CIP Summary	Custom	20
		-
Grand Total		411

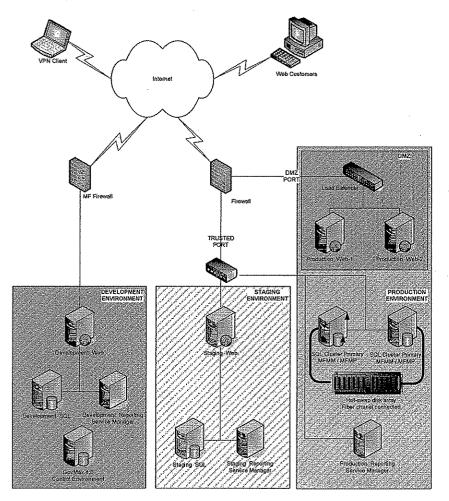
Page **50** of **66** 

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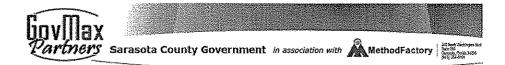
# **12 Hosting Infrastructure**

The following diagram shows the hardware infrastructure for GovMax V5 provided and managed by Sarasota County.



Seminole County

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### **13 End-User Training**

Training will be lead by Sarasota County GovMax Staff. MethodFactory will not be responsible for the development of client specific user manuals, curriculum, agendas, and documentation. MethodFactory Application development SMEs will be available as requested up to time allotted in Appendix 'B' - Compensation. MethodFactory effort associated with preparation, planning, documentation, delivery, and any related activities, will be billed at actual time (\$125/hr).

Training may consists of:

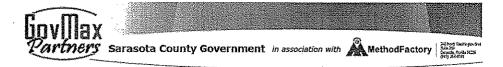
- (2) day optional system administration training on-site at MethodFactory offices.
- (2) days of on-site (GovMax), lead by one budget shop Subject Matter Expert (SME), and two GovMax V5 application SMEs,
- Training curriculum may include:
  - o ½-day application administrator training,
  - o ½-day user training for Seminole County budget shop personnel,
  - ½-day Train-the-Trainer session with Seminole County designated GovMax v5 "Trainer",
  - o ½-day facilitation (proctoring) of initial training session(s) with department(s)
- Additional training can be contracted at the rate of \$125/hr, plus travel expenses, as requested.

Travel costs are excluded and will be billed at actual

Hotel:		
2 Nights @ \$125.00 x 2	persons	\$500.00
Meals:		
Actual cost		
Transportation:		
State rate for personal		

Seminole County

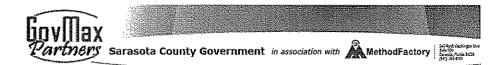
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Sarasota County will be responsible for developing the specific agendas and audiences to be trained in the above described sessions, and may be adjusted as mutually agreeable.

Seminole County

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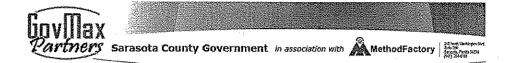
### 14 Follow-on support

The following section outlines the follow-on support that will be provided to Seminole County following the GovMax implementation.

- GMv5 Administrator's manual to be provided.
- User's manual to be provided by Sarasota County (GovMax), based on the client's
  organizational structure and data in the system at the time of training,
- As part of the system administrator's training, instruction and documentation will be provided for the population and administration of Seminole County specific GovMax V5 online help,
- Seminole County will be provided with access to the GMv5 Self-Service Support portal for follow-on service request submission and monitoring,
- Estimated budget for expected follow-on support (monthly/annually) will be provided.

Seminole County

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#### **15** Appendix 'A' – Scope of Services

Project Name: GovMax V5.0 Client Implementation Proposal Number: SEM2008\_02

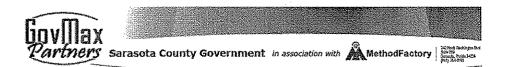
#### Statement of Work

**MethodFactory** proposes to assist Seminole County with GovMax V5.0 Implementation services as described in the comprehensive implementation planning document ("09-10-08\_Seminole County GM5 Implementation Plan v1.5.pdf"). This initial phase will deliver the base GovMax v5 Performance Management functionality, without consideration of the Seminole County performance structure, which will be addressed in a subsequent engagement. **MethodFactory** will provide the services of Senior Consultants for this engagement.

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Seminole County

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# 16 Appendix 'B' - Implementation Cost

Statement of Work Short Title: GovMax V5.0 Client Implementation

Client Name:	Seminole County, FL
Project Name:	GovMax V5.0 Client Implementation
Proposal Numi	per: SEM2008_02
Date Prepared	: 8/4/2008
Seminole Cour	nty PO #: N/A

### Estimation of Work

Total Hours Estimate	. 618 hrs
Total Implementation Estimate	. \$77,250

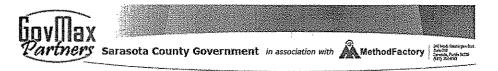
This cost is exclusive of any 3<sup>rd</sup> party hardware, software, and/or any component, functionality, or element not explicitly defined in the subject design document.

### **Milestone Invoice Schedule**

	Deliverable	%		Invoice Amount	Milestone Date	
Milestone	Software Implementation Started		10 A 19	N/A	9/15/08	
	Stage I –So	etup				
1	Configuration of Development	T				
	Environment	5%	\$	3,862.50	9/15/08	~
2	Configure Base System	10%	\$	7,725.00	9/26/08	1
3	Load "look-up" data	20%	\$	15,450.00	10/3/08	
4	Load Account Details	25%	\$	19,312.50	11/3/08	
	Stage II – Acce	ptance				
5	Configuration of Staging					
	Environment	10%	\$	7,725.00	11/4/08	
6	Administrator Orientation and					
	Training and On-Line Help Pre-					
	Population and Administration					
	Orientation	15%	\$	11,587.50	TBD	
7	Implementation Acceptance	10%	\$	7,725.00	11/18/08	

Seminole County

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Configure Production Environment Project Manag	10%   ement	\$ 3,862.50	11/19/08
None			

MethodFactory will submit Milestone invoices on the day of Milestone delivery. Delivery of project milestones will be determined by reviewing the milestone delivery against the requirements outlined in section 5 of the Seminole County GovMax V5.0 Implementation Proposal.

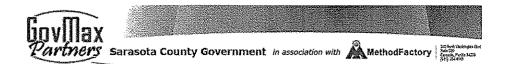
Please include the following language on the associated purchase order: "GovMax V5.0 Implementation, per MethodFactory proposal SEM2008\_02." "Application development per the specifications outlined in the supporting design document titled, '09-10-08\_Seminole County GM5 Implementation Plan v1.5.pdf"

#### Approval of Statement of Work:

	Seminole County	MethodFactory	
Name:	Lisa Spriggs	Steve Walter	
Title:		Partner	
Date:			
Signature:	VA		

Seminole County

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### 17 Appendix 'C' - GovMax Implementation Data Manipulation

Statement of Work: GovMax V5 Implementation Data Manipulation

Client Name:	Seminole County
Project Name:	GovMax V5 Implementation Data Manipulation
Proposal Numb	er: SEM2008_03
Date Prepared:	8/4/2008

This document outlines the data manipulation arrangement with Seminole County during their GovMax V5.0 Implementation.

MethodFactory will provide as needed GovMax V5.0 data manipulation services. Services may include ticket management, data manipulation services, technical consulting, project management, or account management. The hours associated to this SOW are estimated in good faith and cannot be guaranteed to complete the implementation data manipulation.

MethodFactory will bill monthly for time spend on ticket management, data manipulation services, technical consulting, project management or account management relating to the data manipulation service. The hourly rate for data manipulation services is \$125.00. Time spent on data manipulation services will be logged in the form of support tickets within the GovMax V5.0 Implementation Portal ticket tracker.

Project support tenets:

Project lead (signature authority):	Fred Coulter
Data Manipulation hours in PO:	180
PO Number:	
PO expiration date:	

Payment terms: Net 30

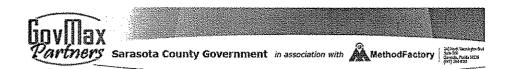
#### Seminole County Designated GovMax v5 Implementation Contacts

As per the GovMax v5 implementation process, Seminole County may name up-to 4 contacts with the authority to submit data requests and obligate Seminole County to pay for requested services. The GovMax v5 Support Administrator will maintain a list of client representatives that have been authorized to submit data requests. As a control, requests submitted by other than the named individuals in the grid below will be referred back to the client's primary GovMax v5 contact.

Name	e-mail	Phone
1. Fred Coulter	fcoulter@seminolecountyfl.gov	
2.		
3.		
4,		
5.		

Seminole County

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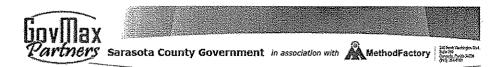
All invoices will be mailed directly to the Project lead designated above. The Project lead is responsible for ensuring that all invoices are submitted to Seminole County Finance and that the payment terms above are met. The Project lead is responsible for notifying MethodFactory of any invoice disputes prior to the expiration of the payment terms listed on the invoice. The Project lead agrees to be the single point of contact to MethodFactory for the resolution of any billing issues.

Approval of Statement of Work:

	Seminole County	MethodFactory
Name:	Lisa Spriggs	Steve Walter
Title:		Partner
Date:		
Signature:	IN	
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Seminole County

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## 18 Appendix 'D' – Budget Document Reports

Statement of Work Short Title: GovMax V5.0 Budget Document Reports

Client Name:	Seminole County, FL
Project Name:	GovMax V5.0 Budget Document Reports
Proposal Numb	er: SEM2008_04
Date Prepared:	8/4/2008
Seminole Coun	ty PO #: N/A

#### **Estimation of Work**

Total Hours Estimate	144 hrs
Total Implementation Estimate	\$18,000

This cost is exclusive of any 3<sup>rd</sup> party hardware, software, and/or any component, functionality, or element not explicitly defined in the subject design document.

#### **Milestone Invoice Schedule**

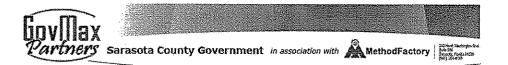
Deliverable	Hours	Invoice	Milestone
		Amount	Date
Project Management	29	3,625	
Budget Document	45	5,625	
Capital Project Summaries	50	6,250	
Capital Project Detail Sheets	10	1,250	
FY 2008 Expenditure Sumamry	5	625	
Budget Comparison By Fund	5	625	
Totals	144	18,000	TBD

MethodFactory will submit Milestone invoices on the day of Milestone delivery. Delivery of project milestones will be determined by reviewing the milestone delivery against the requirements outlined in section 9.3 of the Seminole County GovMax V5.0 Implementation Proposal.

Please include the following language on the associated purchase order: "GovMax V5.0 Custom Exports, per MethodFactory proposal SEM2008\_04." "Application development per the specifications outlined in the supporting design document titled, '09-10-08\_Seminole County GM5 Implementation Plan v1.5.pdf"

Seminole County

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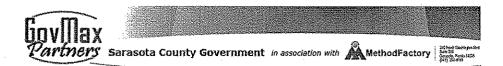


### Approval of Statement of Work:

	Seminole County	MethodFactory
Name:	Lisa Spriggs	Steve Walter
Title:		Partner
Date:	···	
Signature:	JAT 1	

Seminole County

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# 19 Appendix 'E' – Custom Reports

Statement of Work Short Title: GovMax V5.0 Budget Document Reports

Client Name:	Seminole County, FL
Project Name:	GovMax V5.0 Custom Reports
Proposal Numb	er: SEM2008_05
Date Prepared:	8/4/2008
Seminole Coun	ty PO #: N/A

#### **Estimation of Work**

Total Hours Estimate	298 hrs
Total Implementation Estimate	\$37,250

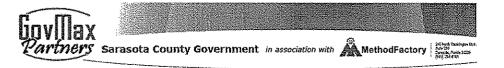
This cost is exclusive of any 3<sup>rd</sup> party hardware, software, and/or any component, functionality, or element not explicitly defined in the subject design document.

#### Milestone Invoice Schedule

Deliverable	Hours	Invoice Amount	Milestone Date
Project Management	52	6,500	TBD
Report Group #1	40	5,000	TBD
Position History Summary Vacant Positions Salary/FringeDetail Salary/Fringe Summary			
Report Group #2	58	7,250	TBD
Countywide Position Summary Positions by Division New Positions By Department Report Group #3	70	8.750	TBD
Eliminated Positions By Department CAFR Report - Budget Comparison by Fund Snapshot Comparison		0,/30	190
Report Group #4	70	8,750	TBD
Fiscal Performance Report			

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Projects – Worksession			
CIP Detail Sheet (Custom)			
Totals	298	37,250	

MethodFactory will submit Milestone invoices on the day of Milestone delivery. Delivery of project milestones will be determined by reviewing the milestone delivery against the requirements outlined in section 9.3 of the Seminole County GovMax V5.0 Implementation Proposal.

### Please include the following language on the associated purchase order:

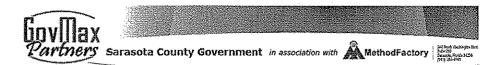
"GovMax V5.0 Custom Exports, per MethodFactory proposal SEM2008\_04." "Application development per the specifications outlined in the supporting design document titled, '9-10-08\_Seminole County GM5 Implementation Plan v1.5.pdf"

Approval of Statement of Work:

	Seminole County	MethodFactory	
Name:	Lisa Spriggs	Steve Walter	
Title:		Partner	
Date:			
Signature:	J.L.		

Seminole County

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### 20 Appendix 'F' - Ad-Hoc Support

Statement of Work: GovMax v5 ad-hoc Support

Client Name:	Seminole County		
Project Name:	GovMax v5 Support	·	· .
Proposal Numb	er: SEM2008_06		
Date Prepared:	9/3/2008		
Seminole Coun	ty PO #: N/A		

This document outlines the ad-hoc support arrangement with Seminole County for GovMax V5.0.

#### Ad-hoc support tenets:

MethodFactory will provide as needed GovMax V5.0 support upon completion of the 30-day implementation warranty period. Support may include issue management, application development, technical consulting, project management, account management, documentation development, technical and/or end-user training. The ad-hoc support arrangement does not commit Seminole County to a minimum number of support hours per month. As such, MethodFactory does not maintain a support level agreement for this project.

MethodFactory will bill monthly for issue management, application development, technical consulting, project management, account management, documentation development, technical and/or end-user training. The hourly rate for application support is \$125.00. Billings for issue management will be associated to issues within the GovMax V5.0 issue tracker. Any issues that have development effort estimates greater than 6 hours or would result in significant functional changes will require the generation of a Statement of Work (SOW) and signature approval by Seminole County. Any SOW's will include estimates for development, testing, documentation, deployment and project management. All time required to research issues and generate SOW's will be billed as part of the issue management process.

Su	рр	or	t ł	10	u٢	s																20	90		
Su	pp	or	t C	Co	st															\$2	25,	,00	00		
-												-	 			 		 	 					 	

Project lead (signature authority);	Lisa Sprigs
Support hours in PO:	200
PO Number:	
PO expiration date:	

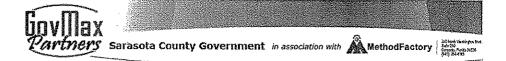
Payment terms: Net 30

#### Seminole County Designated GovMax v5 Support Contacts

As per the GovMax v5 support process, Seminole County may name up-to 4 contacts with the authority to submit service requests and obligate Seminole County to pay for requested services. The GovMax v5 Support Administrator will maintain a list of client representatives that have been authorized to submit services requests. As a control, requests submitted by other than the

Seminole County

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named individuals in the grid below will be referred back to the client's primary GovMax v5 contact.

Na	me	e-mail	Phone
1.	Fred Coulter	FCoulter@seminolecountyfl.gov	407-665-7180
2.	Karen Hufman	KHufman@seminolecountyfl.gov	407-665-7173
3.	Ben Crawford	BCrawford@seminolecountyfl.gov	407-665-7148
4.	Linda P. Polk*	LPolk@seminolecountyfl.gov	407-665-7177

All invoices will be mailed directly to the Project lead designated above\*. The Project lead is responsible for ensuring that all invoices are submitted to Seminole County's Finance office and that the payment terms above are met. The Project lead is responsible for notifying MethodFactory of any invoice disputes prior to the expiration of the payment terms listed on the invoice. The Project lead agrees to be the single point of contact to MethodFactory for the resolution of any billing issues.

### Approval of Statement of Work:

	Seminole County	MethodFactory	
Name:	Lisa Spriggs	Steve Walter	
Title:		Partner	
Date:	A		
Signature:			

Seminole County

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21 Appendix 'G' – Sample Acceptance Document

	-		mplementation Acceptant	~~
Statement of W	eminale County GovM fork:	ax vo implementati	00	
Design Dacume PO:	ent:			
Date Prepared:				
Description:				
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Seminole County

Page 66 of 66

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Change Order #8 to CC-0569-06/TLR - Airport Boulevard Phases II and III

DEPARTMENT: Administrative Services DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank RaymondCONTACT: Jacqui PerryEXT: 7114

# **MOTION/RECOMMENDATION:**

Approve Change Order #8 to CC-0569-06/TLR with Hubbard Construction Company of Orlando, Florida, in the amount of \$221,320.27, to provide for quantity overruns and underruns due to actual field measurements and a fifty-nine (59) day reduction to Final Completion.

County-wide

**Ray Hooper** 

# BACKGROUND:

CC-0569-06/TLR provides for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of Airport Boulevard, Phases II and III.

Change Order #8 to CC-0569-06/TLR provides quantity overruns and underruns due to actual field measurements and a fifty-nine (59) day reduction to Final Completion, which reduces the Final Completion date to July 9, 2008.

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

Original Agreement Sum:	\$22,972,100.20
Change Order#1:	53,975.26
Change Order#2:	204,559.28
Change Order #3:	44,118.96
Change Order #4:	64,362.44
Change Order #5:	267,168.26
Change Order #6:	55,629.49
Change Order #7:	10,151.07
Change Order #8:	<u>221,320.27</u>
Revised Agreement Total:	\$23,893,385.23

This is a budgeted project and funds are available in Engineering; Roads - Airport Blvd II & III (Account #077515.560670, CIP #00006102) and Arterial Road Projects; Roads - Airport Blvd II & III (Account #077521.560670, CIP #00006102).

# **STAFF RECOMMENDATION:**

Staff recommends that the Board approve Change Order #8 to CC-0569-06/TLR with Hubbard Construction Company of Orlando, Florida, in the amount of \$221,320.27, to provide for quantity overruns and underruns due to actual field measurements and a fifty-nine (59) day reduction to Final Completion.

# ATTACHMENTS:

1. CC-0569-06\_TLR Change Order 8

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

## SEMINOLE COUNTY, FLORIDA CHANGE ORDER FOR CONSTRUCTION PROJECTS

### **PURCHASING & CONTRACTS DIVISION** (407) 665-7116

Contract Number: CC-0569-06/TLR Initiation Date:07-10-08 Change Order No.: 8 Contract Date:07-10-06 **CIP Number:** 

1101 E. First Street Sanford, Florida 32771-1468

Work Order No.:

Eng Project No: Vendor No:

Contract Title:

Airport Boulevard Phases II and III

You are requested to make the following change(s) in this Contract/Work Order, and reason(s) are provided: Overrun / Underrun Change Order. Please see Attachment "A". Project was at Substantial Completion on June 9, 2008 and at Final Completion on July 9, 2008.

Original Contract/Work Order Sum	<u>\$22,972,100.20</u>
Contract/Work Order sum prior to this change order	\$23,672,064.96
Change Order Sum (X increase) ( decrease) ( unchanged)	\$ 221,320.27
Contract/Work Order sum including this change order will be	\$23,893,385.23
Time will be ( increased) ( decreased) ( increased) by	59 Days
Final Completion Date through this change order	07-09-08

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

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

This Change Order does does not involve changes to the design of the project, which would require signature by the Architect/Engineer of Record. Project/Manager (initials)

Project Manager (Signature)

Department/Division By: (Print Name) Date: 9/25/08

Architect/Engineer (Signature) PBS&J 1664 W. Airport Blvd Sanford, FL 32773 Address (List Above) By: Renee Pearson, PE

(Print Name) Date:

Frefericle Contractor (Seal & Signature)

1936 Lee Road, Suite 101 Winter Park, FL 32789

Address (List Above) By: P. Frederick O'Dea, Jr., Secretary (Print Name) Date: 9/11/08

Purchasing & Contracts Approval Pursuant to Administrative Code:

WITNESSES:

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

BRENDA

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS Deard Approval:

ATTEST:

**County Attorney** 

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

Approved as to form & legal sufficiency:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

CAREY, Chairman

Date

As authorized for execution by the Board of County Commissioners at their , 2008 regular meeting.

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER (AS APPLICABLE). Revised 1/16/08 BLH

Date

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\$15.00 663.60	44,240	1471.240	1427.000	SY	Optional Base (Base Group 6)	285-706
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_	(3914,000)	2682.000	6596.000	5	Baleri Hav or Straw	104-10-1
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       Contraction         Contraction         Contraction         Contraction           Dissocientification         D

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	UNIT PRICE	17.089.00		(6,782,00)	4,500.00	4,500.00	8,000.00	7,000,00	(12,000.00)	6,500.00	39,000.00	(8,000.00)	(8,100.00	30.660.00	(1,170.00)	120.00	(1,000.00	2,030.00
	CONTRACT UNIT UNIT	\$100.00	\$750.00	\$700.00	\$4,500.00	\$4,500.00	\$4,000.00	\$7.000.00	\$6,000.00	\$6,500.00	\$13,000.00	\$800.00	\$60.00	\$70,00	2000	\$120.00	\$200.00	\$70.00
	QUANTITY OVER RUN	170.890	(11.900)	(8.260)	1.000	1,000	2.000	1.000	(2.000)	1.000	3.000	(10.000)	(135.000)	438.000	(13.000)	1.000	(5.000)	29,000
	OUANTITY COMPLETED	274.890	20.500	18.240	6.000	74.000	5.000	2.000	10.000	5.000	14.000	0.000	9843,000	5346.000	5501.000	2563.000	603.000	162.000
	ORIGINAL	104.000	32,400	26.500	5.000	73.000	3.000	1.000	12.000	4.000	11.000	10.000	9978.000	4908.000	5514.000	2562.000	608.000	133.000
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•	DESCRIPTIONOFWORK	www.ensurement.com.com.com.com.com.com.com.com.com.com	Class   Contrate (Gravity Walls)	Class I Contrate (Missellaneous Contingent)	426-1-311  thlets (Curb) (Type P-1) (<10)	Intels (Curb) (Type P-5) (<10')	htets (DT Bot) (Type C) (<10')	hiels (DT Roj) (Tyne H) (<10)	Manholes (J-7) (<10)	Manholes (J-7) (> 10')	Manholes (4-8) (<10)	Yard Drains (Continuent)	430-171-12 Concrete Pipe Culvert (SS) (Class III) (18")	130.174.12)Concreate Pire (1) Nutrat (SS) ((Dass (1)) (24")	430-171-131 Controller Pipe Cuivert (SS) (Class III) (30")	430-174-13[Connerata Pine Cuivert (SS) (Classs II) (36")	430-171-14 Concrete Pipe Culvert (SS) (Class III) (54")	430-171-22 Elliptical Conc Pipe Cuivert (SS) (HE II) (14*237)
	NO.	1000	E E	1		425-1-351	*****	*****		1	T	1	430-171-124	AG0-174-1240	430-171-131	430-171-131	430-171-141	430-171-221

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	OVER RUN/UNDER FUN EXPLANATIONS			Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Total guantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit )) due Seminole County	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	~ ~ .	Total quantify depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit )) due Seminole County			Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (1,935.00) due Seminole County	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity		Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (3,726.00) due Seminole County	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (9.216.00) due Seminole County.	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity
JINN	PBICE	ADJUSTMENT		1,920.00	~	2,080.00	1,440.00	11,250.00	2,000.00	(2,000.00)	6,000,00	(1,540.00)	(1,935.00	2,415.00	Ø		575.00	68.00		13,311.00
CONTRACT		PRICE		\$80.00	\$120.00	\$130.00	\$180.00	\$250.00	\$1,000.00	\$2,000.00	\$1.200,00	\$22.00	\$45.00	\$15.00	\$15.00	\$18.00	\$25.00	\$34.00	\$32.00	\$30.00
QUANTITY	OVERRUN	UNDER RUN		24,000	(42,000)	16.000	8.000	45.000	2.000	(1.000)	5.000	(000'0/)	(43.000)	161.000	(1434.000)	(207.000)	23.000	2.000	(288.000)	443.700
COUNTITY		TO DATE		120,000	356.000	434.000	575.000	1228.000	5.000	0.000	6.000	10125.000	289.000	23618.000	39991,000	582,000	199.000	2659.000	178,000	12126.700
ORIGINAL	CONTRACT	QUANTEY		96.000	398.000	418.000	567.000	1183.000	3.000	1.000	000	10195.000	332.000	23457.000	41425,000	789.000	176.000	2557,000	466.000	11683.000
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	DESCRIPTION OF WORK			420-171.02 Ellinited Conc. Pipe Culuert (SS) (HE II) (1972)(1)	430-171-231Elliviteri Conc Pice Cuivert (SS) (HE II) (24"x38")	430-171-234 Elliptical Conc Pipe Culvert (SS) (HE III) (29'x45")	430-171-24 Elliptical Conc Pipe Culvert (SS) [HE III) (38'x60'')	430-171-245Elliptical Conc Pipe Culvert (SS) (HE III) (48°476")	130.082.1 PMillereof End Servicen (Conc. Pice Round) (18°CD)	490-489-400 Mittered End Section (Conc Elio Pine) (24"x38" CD)	100.084.09.Millared End Savisne (Crac Pine Ruind) (24" SD)	Interesting Ture 16"			contrate Out & Guitter (Tyree F)	Concrete Valley Gather	Concrete Traffic Senarator (Tupe I) (4 wide)	T	1	Concrete Sidewalk (4" Thick)
TEM	ġ		190	171.00	430-171-23	430-171-23	430-171-24	430-171-24	430-082-12	490.082.40	00 400 ACK	440-1-10	515-2-301	500-1-7	500-1-10	720-1-120 1200-2	X=2	500 R 10	20-70	225-1

	OVER RUN/ UNDER RUN EXPLANATIONS		Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (7,287.12) due Seminole County.	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (190,665.00) due Seminole County	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity		Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit due Seminole County	·		Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (1,500,00) due Seminole County	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit 64.00) due Seminole County	Actual field measurements resulted in a quantity increase. The Constactor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	$h - \delta$	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (300.00) due Seminole County	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity
UNU	PRICE	ADJUSTMENT			7,391.00		201,620.00					~	(1,500.00)		130.00	224.00		(300.00)	180,00
CONTRACT	INU	PRICE	\$36.00	\$55.00	\$50.00	\$450.00	\$80.00	\$35.00	\$12.00	\$200.00	\$10.00	\$1.50	\$250.00	\$32.00	\$130.00	\$4,00	\$12.00	\$150.00	\$45.00
QUANTITY	OVER BUN/	UNDER RUN	(202.420)	64.070	147,820	(423.700)	2520.250	(61.000)	(155.000)	(11.475)	(208.000)	94012.330	(6.000)	(2.000)	1.000	56.000	(30,090)	(2.000)	4.000
QUANTITY	COMPLETED	TODATE	2052,580	74.070	697.820	0.000	2570.950	00000	2016.000	6.625	248.000	167696.330	121.000	55.000	24.000	1649.000	19.910	44.000	138.000
ORIGINAL	CONTRACT	QUANTITY	2255,000	10.000	550.000	423.700	50.700	61.000	2171.000	18,100	456.000	73684.000	127.000	57.000	23.000	1593.000	50.000	46.000	134,000
	INN		S	SY	Å	ς	, F	SY	비	L	MG	λ	AS	AS	AS	ĒA	SY	E	ĒĄ
	DESCRIPTION OF WORK		Ónnorete Sidewalk (6° Thick)	Concrete Ditch Pavement (Non-Reinforced) (5") (Contingent)	Detectable Warning Surface (Avg10 SF Pretonned Thermo)	RipRap (Sand Cement)	Ripkap	Fabric Formed Concrete RipRap (8" Filter Points)	Fence Type B (6' Heidnh) (Virryl Coadina)	Fedilizer	Water For Grassing	Sooding (Argentia Batria)	Sign Single Post (<12 SF)			Reflective Pavement Marker, BI-Directional	Reflective Paint (Island) (Yellow)	Pavement Messages, Thermoplastic	Directional Arrows, Thermoplastic
TEM	Ň		522-2	524-1-1	527-1-2"	530-1	530-3-4	547-70-1		570-5	570-9	575-1-3	700-40-1	700-46-11	705-10-11	706-3	710-30	711-3	711-4

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	OVER PUN/UNDER RUN EXPLANATIONS			Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional guantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit due Seminole County	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity		Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (99.00) four Seminole County	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (201.60) due Seminole County	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit 58,075.00) due Seminole County	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (17,100.00) due Seminole County	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (2,000.00) due Seminole County	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. Contractor will be compensated for the additional quantity
UNIT	PRICE	ADJUSTMENT		170.00	(479.00)	2.074.00	(506.00)	(00'66)	17.00	448.20	(201.60)	24,365.00	(58,075.00)	23,418.00	(17,100.00)	22,400.00	(2,000.00)	6,000.00	369.00	1,200.00
CONTRACT	UNE	PRICE		\$1,00	\$1.00	\$2.00	\$2.00	\$3.00	\$2.00	\$1,800.00	\$1,300.00	\$5.00	\$25.00	\$18.00	\$300.00	\$1,600.00	\$1,000.00	\$3,000.00	\$1.00	\$1,200.00
QUANTITY	OVERRUN	UNDER RUN		170.000	(479.000)	1037,000	(253.000)	(33.000)	8,500	0.249	(0.112)	4873.000	(2323.000)	1301.000	(27.000)	14.000	(2.000)	2.000	369.000	1.000
QUANTITY	COMPLETED	Colorador en e		3520.000	1274.000	6459.000	78.000	1277.000	307.500	9.310	7.589	30710.000	0.000	1461.000	111.000	47.000	0.000	3.000	624.000	15,000
ORIGINAL	CONTRACT	OFIANTIEY		3350.000	1753.000	5422.000	331.000	1310.000	000'662	9.061	7.701	25837.000	2323.000	160.000	168.000	33.000	2,000	1.000	255,000	14.000
	INU			5	L L	<u></u>	5	5	ц.	WN	MN	Ľ,	1	5	ËA	EA	AS	AS	5	AS
	DESCRIPTION OF WORK			Skio Traffic Stribe. Thermoolastic (6"White) (10-30)	Solid Traffic Stripe, 8" White, Thermoplastic	711-25-121 Solid Traffic Stirne 12" While. Thermonlastic	71-35-181 Solid Traffic Stripe. 18" White. Thermoplastic	711-35-241 Solid Traffic Shipe, 24" White, Thermoplastic	711-36-181 Solid Traffic Shipe, 18" Yellow, Thermoplastic	Solid Traffic Stripe. 6º While. Thermoolastic		Conduit I Inderationard	Conduit Underpavement	Conduit Under Ground Jacked	Pull and Junction Boxes	Pull and Junction Boxes (Fiber Onlics)	Electrical Power Service (Overhead)	Electrical Power Service (Underground) (Furnished by Power Co)	Electrical Service Wire (F&I)	650-51-511 Traffic Signal, 12" STD (F&I) (5 Section, Cluster)
TEM	-NO.			711-33	711-35-81	741.35.121	711-35-181	711-35-241	711-36-181	711-37-61	711-38-61	640-1-19	630-1-13	630-1-14	635-1-11	635-1-15	639-1-11	639-1-21	639-2-1	650-51-511

	OVER RUN / UNDER RUN EXPLANATIONS		Total quantify depicted in the plans was not required. Actual field measurements resulted in quantify reduction and a credit (4,800.00) due Seminole County		Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit 00 due Seminole County		Actual field measurements resulted in a quantity increase. The O Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Ochtractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The O Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity	Fotal quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (8,500.00) due Seminole County	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (10.400.00)due Seminole County	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit o) due Seminole County		Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit 0) due Seminole County	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (2.000.001 due Seminole County	Total quantity depicted in the plans was not required. Actual field measurements resulted in quantity reduction and a credit (265,512.40) due Seminole County	Actual field measurements resulted in a quantity increase. The $^{0}$ Contractor will be compensated for the additional quantity	Actual field measurements resulted in a quantity increase. The Contractor will be compensated for the additional quantity
UNIT	PRICE	ADJUSTMENT	(4,800.6	600.00	(2,000.00)	(3,000.0	216.00	50,00	4,680.00	500.00	(9,500.0	(10.400.0			(1.575.00)	(2,000,0	(226,512.4	208,000.00	18,600.00
CONTRACT	ONT	PRICE	\$600.00	\$600.00	\$1,000.00	\$3,000.00	\$6.00	\$25.00	\$130.00	\$500.00	\$100.00	\$800.00	\$300.00	83,000.00	\$75.00	\$500.00	\$40.00	\$1,600.00	\$600.00
OUANTITY	OVERRUN	UNDER RUN	(8.000)	1.000	(2.000)	(1.000)	36.000	2.000	36.000	1.000	(95.000)	(13.000)	(13.000)	(3.000)	(21.000)	(4.000)	(5662.810)	130.000	31.000
QUANTITY	COMPLETED	TODATE	48.000	43.000	0.000	, 0.000	19912.000	38,000	100.000	5.000	0.00	0.000	00000	0.000	729.000	14,000	4337.190	210,000	43,000
OBIGINAL	CONTRACT	CUANTITY	56.000	42.000	2.000	1,000	19876.000	36.000	64.000	4.000	95.000	13.000	13.000	3,000	750.000	18,000	1000.000	80.000	12.000
	UNE		AS	ÅS	AS	EA	LF	EA	Ľ,	ĔĂ	<u>ل</u> نا 	Ē	AS	ĒA	ĒĀ	AS	NT	λ	EA
	DESCRIPTION OF WORK		Loop Assembly (F&I) (Type B)	Loop Assembly (F&I) (Type F) (40' Mod)		Detector Cabinet (F&I) (Type V)	Systems Communicatin (F&I) (Fiber Optic Cable)	Remove Traffic Signal Head Assembly	Pole Removal (Deep) (Direct Burial)	Remove Controlier Assembly		Traffic Monitoring Site, Vehicle Sensor (F&I)(Type I)(Half 741-70-111 Lane Width)	Traffic Monitoring Site, Inductive Loop Assembly (F&I) (2)	746-71-212] Traffic Monitoring Site, Cabinet (F&I) (Base) (2)	Preliminary Screening	Pre-Bum Analvsis	Decontamination of Soils	Water Treatment	Water Quality Monitoring Test - EPA (Per NPDES)
E TEM	Ś		660-2-102	660-2-106	661-70-112	668-15	684-14	690-10	690-33-1	690-50	715-2-138	741-70-111	Alter and a second second	746-71-212	*1-70-808	-2-70-666		99 <del>9-</del> 07-5*	*3-70-666

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# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Construction Contract: CC-3645-08/DRR - Tank Aerator Restoration and</u> <u>Modifications</u>

DEPARTMENT: Administrative Services	DIVISION: Purchasing and Contracts
	U

AUTHORIZED BY: Frank Raymond

**CONTACT:** Diane Reed **EXT:** 7120

## MOTION/RECOMMENDATION:

Award CC-3645-08/DRR - Tank Aerator Restoration and Modifications in the amount of \$168,750.00 to Crom Engineering and Construction Services, Inc. of Gainesville, Florida, to provide for all labor, materials, equipment, and sub-contractors necessary to complete the restoration and modifications of aerator screens, associated hardware, access doors and to apply protective coatings to Lake Hayes WTP Tank 2, Greenwood Lakes WTP Tank 2, Indian Hills WTP Tanks 1 and 2, Heathrow WTP Tanks 1, 2 and 3 and Markham WTP Tank 2.

County-wide

Ray Hooper

# BACKGROUND:

CC-3645-08/DRR will provide for all labor, materials, equipment, and sub-contractors necessary to complete the restoration and modifications of aerator screens, associated hardware, access doors and apply protective coating to Lake Hayes WTP Tank 2, Greenwood Lakes WTP Tank 2, Indian Hills WTP Tanks 1 and 2, Heathrow WTP Tanks 1, 2 and 3 and Markham WTP Tank 2.

The project was publicly advertised and the County received one (1) response. The Review Committee, consisting of Robert Dehler, Project Manager II; Hugh Sipes, Engineer; and Brad Stroppel, Engineer; all from the Environmental Services Department reviewed the response. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the responsive, responsible bidder, Crom Engineering and Construction Services, Inc., for the total amount of \$168,750.00. The base bid amount was \$152,500.00 and there were two (2) alternate items on the Bid Form, one for Markham WTP Tank 2 and one for Greenwood Lakes WTP Tank 1. Due to budget constraints, the Project Manager decided to include only one of the alternates, Markham WTP Tank 2, in the amount of \$16,250.00. The completion time for this project is three hundred and sixty-five (365) calendar days from the issuance of the Notice to Proceed by the County. The attached backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for W&S Capitol Projects; Construction in Progress - Water Plant Rehabilitations (Account #087805.560650, CIP #00056601).

# **STAFF RECOMMENDATION:**

Staff recommends that the Board award CC-3645-08/DRR - Tank Aerator Restoration and Modifications in the amount of \$168,750.00 to Crom Engineering and Construction Services, Inc. of Gainesville, Florida, to provide for all labor, materials, equipment, and sub-contractors necessary to complete the restoration and modifications of aerator screens, associated hardware, access doors and to apply protective coatings to Lake Hayes WTP Tank 2, Greenwood Lakes WTP Tank 2, Indian Hills WTP Tanks 1 and 2, Heathrow WTP Tanks 1, 2 and 3 and Markham WTP Tank 2.

# ATTACHMENTS:

- 1. CC-3645-08\_DRR Award Agreement (Crom Engineering and Construction Services)
- 2. CC-3645-08\_DRR Backup Documentation

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

#### CONSTRUCTION SERVICES AGREEMENT TANK AERATOR RESTORATION AND MODIFICATIONS (CC-3645-08/DRR)

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_, by and between CROM ENGINEERING AND CONSTRUCTION SERVICES, INC., duly authorized to conduct business in the State of Florida, whose address is 6801 SW Archer Road, Gainesville, Florida 32608, 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 or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as tank aerator restoration and modifications.

The Project for which the Work under the Contract Documents is a part is generally described as tank aerator restoration and modifications.

#### SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean the Seminole County Engineer.

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

CH2M Hill whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801.

#### SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred thirty-five (335) 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 HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$168,750.00) 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.

that CONTRACTOR acknowledges CONTRACTOR studied, (c)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, Project licensing, and permitting requirements; (3) the 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) the Work site as required by Section 6.19 of the General to Conditions. COUNTY may withhoud cadditional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31<sup>st</sup> day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following ENGINEER's approval of a supplementary Progress the 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 Underground Facilities, utility installations, conflicts, to relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

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

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

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. (g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

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

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

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

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

(1) Payment Bond;



(2) Specifications;

(3) Technical Specifications Provided in these Contract

Documents;

(4) General Conditions;

(5) Supplementary Conditions including any utility-

specific forms provided by County's Utility Division;

- (6) Notice to Proceed;
- (7) Change Orders;
- (8) Certificate of Substantial Completion;
- (9) Certificate of Final Inspection;
- (10) Certificate of Engineer;
- (11) Certificate of Final Completion;

Tank Aerator Restoration and Modifications CC-3645-08/DRR Page 10 of 16

(12) Contractor's Release;

(13) Drawings and Plans;

(14) Supplemental Agreements;

(15) Contractor's Waiver of Lien (Partial);

(16) Contractor's Waiver of Lien (Final and Complete);

(17) Subcontractor/Vendor's Waiver of Lien (Final and Complete);

(18) Consent of Surety to Final Payment;

(19) Instructions to Bidders; and

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

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

#### SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR'S Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

#### SECTION 10. MISCELLANEOUS.

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

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

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

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

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

#### For COUNTY:

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

#### COPIES TO:

CH2M Hill 225 E. Robinson Street, Suite 505 Orlando, FL 32801

#### For CONTRACTOR:

Crom Engineering and Construction Services, Inc. 6801 SW Archer Road Gainesville, FL 32608

SECTION 13. CONFLICT OF INTERES

(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: CROM ENGINEERING & CONSTUCTION

CROM ENGINEERING & CONSTUCTION SERVICES, INC.

JEFFERY D. MALPASS, P.E.

, Secretary

(CORPORATE SEAL)

MARYANNE MORSE

ATTEST:

Date:\_\_\_

By:\_\_\_\_

President

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:\_

BRENDA CAREY, Chairman

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

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney AEC/lpk 9/16/08 P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3645.doc Attachments: Exhibit A - Scope of Services Exhibit B - Bid Form

Exhibit C - American with Disabilities Act Affidavit

Tank Aerator Restoration and Modifications CC-3645-08/DRR Page 16 of 16

351038D.GN1



Rev. 06/08

#### SECTION 01 11 00 SUMMARY OF WORK

#### PART 1 GENERAL

#### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The completed Work will provide Owner with aerator restoration and modifications to seven ground storage tanks.
- B. The Work is divided into the following schedules:
  - 1. Lake Hayes WTP Tank No. 2:
    - a. Remove and replace aerator screen.
    - b. Remove all aerator trays and pipe brackets.
    - c. Replace all corroded hardware (roof bolts, trays bolts and mold stripping screws) with new stainless steel hardware.
    - d. Rehabilitate aerator curb/dome connection.
    - e. Sandblast and paint two coats of approved epoxy paint on the inside of the aerator housing and center pipe.
    - f. Provide a new fiberglass access door.
    - g. Sandblast and gel coat aerator trays.
    - h. Reinstall and level all aerator trays.
    - i. Reinstall pipe brackets with new stainless steel supports.
    - j. Recaulk the interior and exterior of the aerator housing.
  - 2. Greenwood Lakes WTP Tank No. 2:
    - a. Remove and replace aerator screen.
    - b. Remove all aerator trays and pipe brackets.
    - c. Cut out and remove downcomer curbs and patch downcomer edges with a non-shrink cementitious patching material.
    - d. Install new grating over downcomer plugs.
    - e. Inject epoxy into cracks on aerator curb.
    - f. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with new stainless steel hardware.
    - g. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
    - h. Install new Extren brackets to existing V-braces.
    - i. Reinstall pipe brackets with new stainless steel supports.
    - j. Sandblast and gel coat aerator trays.

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REV 06/08

- k. Reinstall and level all aerator trays.
- 1. Recaulk the interior and exterior of the aerator housing.
- 3. Indian Hills WTP Tank No. 2:
  - a. Remove and replace aerator screen.
  - b. Remove all aerator trays and pipe brackets.
  - c. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
  - d. Place 6 inch by 6-inch fiberglass material on 20 areas on fiberglass curb to cover drilled holes.
  - e. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with new stainless steel hardware.
  - f. Provide new fiberglass access door.
  - g. Reinstall and level aerator trays.
  - h. Reinstall pipe brackets with new stainless steel supports.
  - i. Sandblast and gel coat aerator trays.
  - j. Recaulk the interior and exterior of the aerator housing.
- 4. Indian Hills WTP Tank No. 1:
  - a. Prepare and coat manhole frame and cover with Aquata-Poxy A-7.
  - b. Rescreen two-25-inch offset ventilators.
  - c. Rescreen four each #200 precast overflows.
  - d. Restring the liquid level indicator target float.
  - e. Install one 1-3/4-inch stainless steel pipe through the tank wall.
- 5. Heathrow WTP Tank No. 1:
  - a. Remove and replace aerator screen.
  - b. Remove all aerator trays and pipe brackets.
  - c. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with stainless steel hardware.
  - d. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
  - e. Reinstall pipe brackets and level aerator trays.
  - f. Recaulk the interior and exterior of the aerator housing.
  - g. Sandblast and gel coat aerator trays.
  - h. Reinstall pipe brackets with new stainless steel supports.
  - i. Provide a new fiberglass access door.
- 6. Heathrow WTP Tank No. 2:
  - a. Remove and replace aerator screen.
  - b. Remove all aerator trays and pipe brackets.
  - c. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with stainless steel hardware.

SUMMARY OF WORK 01 11 00 - 2

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#### 351038D.GN1



Rev. 06/08

- d. Cut out and remove old curb glass (fiberglass that connects curb to dome).
- e. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
- f. Reinstall and level all aerator trays.
- g. Sandblast and gel coat aerator trays.
- h. Reinstall pipe brackets with new stainless steel supports.
- i. Recaulk the interior and exterior of the aerator housing.
- j. Provide a new fiberglass access door.
- 7. Heathrow WTP Tank No. 3:
  - a. Remove and replace aerator screen.
  - b. Remove all aerator trays and pipe brackets.
  - c. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
  - d. Reinstall and level all aerator trays.
  - e. Reinstall pipe brackets with new stainless steel supports.
  - f. Sandblast and gel coat aerator trays.
  - g. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with stainless steel hardware.
  - h. Recaulk the interior and exterior of aerator housing.
- 1.02 MATERIALS AND SERVICES NOT FURNISHED BY THIS CONTRACT THAT ARE FURNISHED BY OWNER
  - A. A continuous supply of potable water with backflow device and meter located within 100 feet of the tank.
  - B. One 30A, 110V ac electrical circuit with ground fault protection located within 100 feet of the tank.
  - C. Drainage and disposal of the tank's content.
  - D. Disinfection and refilling of the tank's content.
  - E. Cleaning the interior and exterior of the tank and accessories as required.
  - F. Complete the County's lock out and tag out of the tank prior to personnel entering the tank.

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### 351038D.GN1



**REV 06/08** 

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

#### END OF SECTION

SUMMARY OF WORK 01 11 00 - 4

351038.02 JUNE 23, 2008 ©COPYRIGHT 2008 NAME OF BIDDER: Crom Engineering & Construction Services, Inc.

#### SEMINOLE COUNTY

CC-3645-08/DRR-TANK AERATOR RESTORATION and MODIFICATIONS

**BID FORM** 

BID ITEM NUMBER	DESCRIPTION	QTY	UNIT	TOTAL PRICE			
1	Lake Hayes WTP No. 2	1	LS	\$35,500			
2	Greenwood Lakes WTP No. 2	1	LS	\$28,750			
3	Indian Hills WTP Tank No. 2	1	LS	\$19,850			
4	Indian Hills WTP Tank No. 1	1	ls	\$8,850			
5	Heathrow WTP Tank No. 1	1	LS	\$17,850			
6	Heathrow WTP Tank No. 2	1	ls	\$25,750			
7	Heathrow WTP Tank No. 3	1	LS	\$15,950			
TOTAL BID PRICE (liems 1 through 7) \$152, 500							

Contract award will be based on the total for items 1 through 7.

The County will decide if it is in it's best interest to include one or both of the bid alternatives.

**BID ALTERNATIVES** 

ALT BID NUMBER	DESCRIPTION	QTY	UNIT	TOTAL PRICE	
1	Markham WTP Tank No. 2	1	LS	\$16,250	
2	Greenwood Lakes WTP Tank No. 1	1	LS	\$19,450	• •

#### AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, dennands, 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:	Crom Engineering & Construction Services, Inc.
Signature:	Munt
Printed Name:	Jeffery D. Malpass, P.E.
Title:	President
Date:	August 15, 2008
Affix Corporate Seal	Sharon E. Lottinville Commission # DD458233 Expires August 29, 2009
STATE OF Florida	)
ETATE OF Florida COUNTY OF Alachua	) ss - )
of August.	rument was acknowledged before me this $14$ day 2008, by <u>Jeffeny</u> <u>D</u> <u>Malpass</u> of inq <u>u</u> <u>Construction</u> firm), on behalf of the firm. (He)She is produced <u>Services</u> , <u>Inc</u> <u>N</u> 1( <u>A</u> identification.
	<u>Aloran &amp; Lottimulle</u> Print Name <u>Sharon E Lottinuille</u> Notary Public in and for the County (Alachuc) and State Aforementioned
	My commission expires: 08-29-2009

AMERICANS WITH DISABIL ITIES ACT AFFIDAVIT 11/25/97 CC-3645-08/DRR 00310-1

B.C.C. - SEMINOLE COUNTY, FL

# **BID TABULATION SHEET**

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

COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL

ALL BIDS ACCEPTED BY

SEMINOLE COUNTY ARE SUBJECT TO THE

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-3645-08/DRR BID TITLE: Tank Aerator Restoration and

Modifications OPENING DATE: August 20, 2008, 2:00 P.M.

		PAGE: 1
	Response #1	
ITEM DESCRIPTION	Crom Engineering and Construction Services	
	lnc	
	6801 SW Archer Road Gainesville FL 32608	
	Jeffery Malpass	
	352-548-3349 Ph. 352-548-3440 Ev	
	010 010 010 V	
TOTAL AMOUNT OF BID	\$152,500.00	
Bid Bond	Yes	
Trench Safety Act	Yes	
<b>Bidder Information Form</b>	Yes	
Experience of Bidder	Yes	
Non-Collusion Affidavit	Yes	
Certificate of	Yes	
Nonsegregated Facility		
American w/Disabilities	Yes	
AIIIQAVI		
Drug Free Work Place	Yes	
W-9	Yes	
Public Entity Crimes form	Yes	
Public Records Law form	Yes	
Open and Tabulated by: D. Reec Recommendation of Award: Croi	l, CPPB, Sr. Procurement Analyst n Engineering and Construction S	Open and Tabulated by: D. Reed, CPPB, Sr. Procurement Analyst Posted: August 20, 2008 @ 3:00 pm. Recommendation of Award: Crom Engineering and Construction Services Inc. Posted: September 22, 2008
Board of County Commissioners Agenda: October 14, 2008	Agenda: October 14, 2008	

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Request for Proposals: RFP-3261-08/RTB - General Consulting Services for</u> <u>Planning and Development</u>

DEPARTMENT: Administrative Services	DIVISION: Purchasing and Contracts
	U

AUTHORIZED BY: Frank Raymond

**CONTACT:** <u>Robert Bradley</u> **EXT:** <u>7113</u>

## MOTION/RECOMMENDATION:

Award RFP-3261-08/RTB - General Consulting Services for Planning and Development to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida, for the Estimated Annual Usage Amount of \$250,000.00.

County-wide

Ray Hooper

## BACKGROUND:

RFP-3261-08/RTB - General Consulting Services for Planning and Development will provide expertise and technical skills on an as needed basis to assist Seminole County staff in the implementation of the County's Comprehensive Plan as it relates to General Consulting Services for Planning and Development, and the fulfillment of the comprehensive and transportation planning work program activities.

The Project was publicly advertised and the County received eighteen (18) responses of which two (2) were determined to be non-responsive. The Evaluation Committee, consisting of Amy Raub, Outreach Coordinator, Leisure Services/Natural Lands; Alison Stettner, Planning Manager; Dick Boyer, Senior Planner; and Larry Poliner, Development Review Manager, all from the Planning and Development Department, evaluated the responses. The sixteen (16) respondents were evaluated on:

- Qualifications and Experience
- Approach to Work
- Location
- Cost

The Evaluation Committee recommends award of Master Agreements to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida.

Under these Master Agreements, the County will provide a combined Estimated Annual Usage Amount of \$250,000.00, and the term includes a three (3) year base period with a County option of two (2) one-year each renewals. The attached backup documentation includes the Tabulation Sheet, and the Evaluation Summary & Scoring Sheets.

Authorization for the performance of services by Consultants under these Master Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultants. The work and dollar amount for each Work Order shall by negotiated on an as-needed basis for the specific project, and funded within approved budget amounts.

## **STAFF RECOMMENDATION:**

Staff recommends that the Board award RFP-3261-08/RTB - General Consulting Services for Planning and Development to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida, for the Estimated Annual Usage Amount of \$250,000.00.

## ATTACHMENTS:

- 1. RFP-3261-08/RTB Agenda Item Backup Documentation
- 2. Award Agreement RFP-3261-08/RTB (GMB)
- 3. Award Agreement RFP-3261-08/RTB (MSCW)
- 4. Award Agreement RFP-3261-08/RTB (HNTB)
- 5. Award Agreement RFP-3261-08/RTB (Kimley Horn)

Additionally Reviewed By:

County Attorney Review (Ann Colby )

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

SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE

AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE

**RFP NUMBER:** 

RFP-3261-08/RTB

RFP TITLE: General Cor	General Consulting Planning and	LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED T	LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY
	t č	AS OF THE ABOVE OPENING I DOCUMENTS SUBMITTED IN F	AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION,
DUE DATE: July 23, 2008, 2:00 P.M	08, 2:00 P.M	IF ANY, ARE HEREBY REJECTED AS LATE.	ED AS LATE.
RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Burgess & Niple, Inc.	Calvin, Giordano & Associates	Canin Associates	CPH Engineers, Inc. NON-RESPONSIVE
1800 Pembrook Drive, Suite 265	1800 Eller Drive, Suite 600	500 Delaney Avenue, Suite 404	500 West Fulton Street
Orlando, FL 32810	Fort Lauderdale, FL 33316	Orlando, FL 32801	Sanford, FL 32771
			Reference Form Not Included
Scott D. Perfater, PE	Shelley Eichner, AICP	Ken VanDerveer, Principal	Larry Wray, P.E.
Ph: (407) 401-8527 ext 2510	Ph: 954-921-7781	Ph: 407-422-4040	Ph: 407-322-6841
Fax: 407-660-4994	Fax:954-921-8807	Fax: 407-425-7427	Fax: 407-330-0639
RESPONSE -5-	RESPONSE -6-	<b>RESPONSE -7-</b>	RESPONSE -8-
Florida Land Design, Inc.	GAI Consultants, Inc.	Glatting Jackson Kercher Anglin,	GMB Engineers & Planners, Inc.
225 S. Westmonte Drive, Ste 211	301 E. Pine Street, Suite 1020	lnc.	2602 E Livingston Street
Altamonte Springs, FL 32714	Orlando, FL 32801	120 North Orange Avenue	Orlando, FL 32803
		Orlando, FL 32801	
Williams T. Buckley, RLA, CBC	Richard A Cima, P.E.		Babuji Ambikapathy, P.E., AICP
Ph: 407-389-1811	Ph: 407-423-8398	Sharon K Lamantia	Ph: 407-898-5424
Fax: 407-389-1811	Fax: 407-843-1070	Ph: 407-843-6552	Fax: 407-898-5425
		Lay. 401-039-11.09	
RESPONSE -9-	RESPONSE -10-	RESPONSE -11-	RESPONSE -12-
HCI	HNTB, Corporation	Ivey Planning Grouip, LLC	Keith and Schnars, P.A.
PO Box 149921	300 Primera Blvd., Suite 300	1349 S. International Pkwy, Suite	6500 North Andrews Avenue
Orlando, FL 32814	Lake Mary, FL 32746	2441	Ft. Lauderdale, FI 33309
		Lake Mary, FI 32746	
Kathy Hattaway, President	Luis E. Diaz, P.E.		Michael L. Davis, Vice President
Ph: 407-622-7500	Ph:407-805-0355	Joel, A Ivey	Ph: 954-776-1616
Fax: 6407-622-7501	Fax: 407-805-0227	Ph: 407-660-8881	Fax: 954-771-7690
		Fax: 407-660-8886	

RESPONSE -13-	RESPONSE -14-	RESPONSE -15-	RESPONSE -16-
Kimley-Horn and Associates, Inc. 3660 Maguire Blvd., Suite 200 Orlando, FL 32803	Land Design Innovations, Inc. 140 N. Orlando Avenue, Ste. 295 Winter Park, FL 32789	Land Design South 1100 St. Lucie West Blvd, Ste #202 Dort St. Lucia, El 34086	Miller Legg 631 S. Orlando Avenue, Ste. 200 Winter Park, FL 32789
Jay Jackson, P.E.	Reference Form Not Included	Product: Euclid; 11 04900 Bradley I. Currie, Drincinal	Mike Kroll, RLA, Vice President
Fax: 407-894-4791	Tracy L. Crowe Ph: 407-975-1273 Fax: 407-975-1278	ргацеу э. Силте, глисират Ph: 561-478-8501 Fax: 561-478-5012	Fax: 407-629-7883
KESPONSE -1 /-	KESPONSE -18-		
MSCW, Inc. 4750 New Broad Street Orlando, FL 32828	Wilbur Smith Associates, Inc. 3191 Maguire Blvd, Ste. 200 Orlando, FL 32803		
James A. Sellen, M.S.P., Vice Pres. Ph: 407-422-3330 Fax: 407-422-3329	s. Adrian B Share, Sr Vice President Ph: 407-896-5851 Fax: 407-896-9165		
Tabulated by: Robert T. Bradle Tabulated by: Robert T. Bradle	Robert T. Bradley, Procurement Analyst 7/23/08 Robert T. Bradley, Procurement Analyst 7/31/08		
<b>EVALUATION MEETING</b> : Augu (Tabulation update by Robert T Criteria: Qualifications and Experience Approach to Work Location Cost	<b>EVALUATION MEETING</b> : August 13, 2008 @ 3:00 PM - 1101 East Fir (Tabulation update by Robert T. Bradley, Procurement Analyst 8/11/08) Criteria: Qualifications and Experience Approach to Work Location Cost	1101 East First Street, RM 3208, Sanford, FL 32771 alyst 8/11/08)	32771
RECOMMENDATION OF AW	RECOMMENDATION OF AWARD: (Recommendation Posted by Robert T. Bradley, Procurement Analyst 8/13/08)	ert T. Bradley, Procurement Anal	yst 8/13/08)

GMB Engineers & Planners, Inc. HNTB Corporation Kimley-Horn and Associates, Inc. MSCW, Inc. **BCC MEETING:** October 14, 2008 (Tabulation updated 9/11/2008 by Robert Bradley)

	Alison Stettner	Amy Raub	Dick Boyer	Larry Poliner	TOTAL POINTS RANKIN	RANKING
Burgess and Niple, Inc	10	10	10	5	. 35	11
Calvin, Giordano & Associates	7	14	5	2	28	œ
Canin Associates	13	12	12	15	52	13
Florida Land Design, Inc.	15	13	13	12	53	14
GAI Consultants, Inc.	11	4	က	10	28	œ
Glatting Jackson Kercher Anglin, Inc	4	5	S	ω	22	S
GMB Engineers & Planners, Inc	0	2	<del>4</del>	10	15	2
HCI	15	16	16	14	61	16
HNTB Corporation	S.	S	0	5	18	ę
Ivey Planning Group, LLC	<i>.</i> ଚ	თ	2	<b>4</b>	24	9
Keith and Schnars, P.A.	<b>.</b>	10	13	` Ω	42	12
Kimley-Horn and Associates, Inc.	4	~	4	ო	12	ŕ.
Land Design South	14	15	15	15	59	15
Miller Legg	α	2	ω	7	25	7
MSCW. Inc.	e S	7	ω	ო	21	4
Wilbur Smith Associates, Inc.	<b>4</b>	7	10	12	30	10

The Evaluation Committee agrees to short-list the following:

Larry Polin<del>b</del>i Dick Boyer

44

Alison Stettner

'Raub'

Amy

EVALUATION RANKINGS RFP-3261-08/RTB - General Consulting Services for Planning and Development

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Burgess & Niple, Inc.
QUALIFICATION COMMITTEE MEMBER:	Alison Stat

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

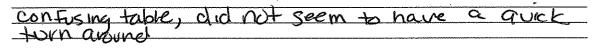
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## Solid in all respects

Score <u>47</u> (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



Score (*O* (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts)

Score <u>12</u> (0-15 pts)

D Ranking\_

74 Total Score (0-100)

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Calvin, Giordano & Associates, Inc
QUALIFICATION COMMITTEE MEMBER:	Alison Stetting

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Not a huge prescence locally, relies on outside offices, No LEED ~ Green design weak

Score 45 (0-60pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>13</u> (0-15 pts)

Ranking\_

Total Score (0-100) \_ ++

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Canin Associates
QUALIFICATION COMMITTEE MEMBER:	Alison Stattner

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Good, No mayer weatures, good code experience and Waine H Score<sub>4</sub>

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Control, generally confir avality

Score 10 (0-20pts)

(0-60 pťs)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>10</u> (0-15 pts)

Ranking\_[3

72 Total Score (0-100) \_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Florida Land Design, Inc.
QUALIFICATION COMMITTEE MEMBER:	Alison Stattoer

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

weak, have time figuring out PM, tab over transnottal Jeffer, NO

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Orz Charg, NO QK Very Condisting

Score 🔏 (0-20pts)

Score\_32 (0-60 pts

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts)

Score <u>13</u> (0-15 pts)

Ranking 15

Total Score (0-100) 6

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	GAI Consultants, Inc.
QUALIFICATION COMMITTEE MEMBER:	Alison Settiner

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

workepte, but no leed

Score <u>4</u>2\_\_\_\_\_ (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12 (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>14</u> (0-15 pts)

Total Score (0-100) 73

Ranking\_\_\_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Glatting Jackson Kercher Anglin, Inc.
QUALIFICATION COMMITTEE MEMBER:	Alison Stettner

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Excellent LEED, AICP - highly qualified team, relevant projects

Score <u>50</u> (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

desired for their discussion on management techniques

Score <u>14</u> (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score 12 (0-15 pts)

Ranking

Total Score (0-100) 

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	GMB Engineers & Planners, Inc.
QUALIFICATION COMMITTEE MEMBER:	Alison Stether

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

# outstanding team

Score<u>.50</u> (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Clear, concise with proven communication techniques

Score <u>16</u> (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>14</u> (0-15 pts)

Ranking\_2

Total Score (0-100) 85

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	НСІ
QUALIFICATION COMMITTEE MEMBER: _	Alison Sterting

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

project relevance and size, not the disciplines to meet Work ... strong private sector experience Could bring innovation Score 39 (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Workable, but needs clavification

Score (Ô (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 10 (0-15 pts)

Ranking 15

Total Score (0-100) 64

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	HNTB Corporation	
QUALIFICATION COMMITTEE MEMBER:	Aluson Stettner	

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

very strong transportation, weakness on Leed and archtecture

Score<u>44</u> (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Exceptient on providing Structure and communication

Score <u>18</u> (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score <u>12</u> (0-15 pts)

Ranking 6

Total Score (0-100) 79

RFP-3261-08/RTB - General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: \_\_\_\_\_ Ivey Planning Group, LLC

QUALIFICATION COMMITTEE MEMBER:

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Haned public private work, familier w/ County processes Flexible to county's needs, more into on projects esp traffic.

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

management and Quality Control KO 60 team functions needs to be clanked

Score 12 (0-20pts)

Score\_45 (0-60 pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

\_\_\_\_\_

Score <u>13</u> (0-15 pts)

Total Score (0-100) 15

Ranking

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Keith and Schnars, P.A.
QUALIFICATION COMMITTEE MEMBER:	Alison Stell

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

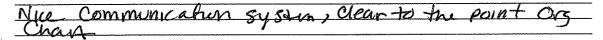
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

but may not have the breadth of experience ubreable

Score<u>40</u> (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



Score 16 (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>12</u> (0-15 pts) 73 

Ranking\_\_\_

Total Score (0-100)

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Kimley-Horn and Associates, Inc.

## QUALIFICATION COMMITTEE MEMBER:

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

professional a evel oral team not , nave Well organse Othree (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

techniqa How is principal marga, no commun ca outine

Score

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score 14 (0-15 pts) Total Score (0-100) Ranking

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Land Design South
QUALIFICATION COMMITTEE MEMBER:	Alison Sloth

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

perconce for all preadition environmen Charle, Strong Score 4

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

QC PRIESS

Score <u>/ 4</u> (0-20pts)

(0-60 pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>13</u> (0-15 pts)

Ranking 14

Total Score (0-100) 7

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER:

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

o Auxuals, Someth mat generilized work experi-BLEED

Score 4 (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score  $\frac{14}{(0-20pts)}$ 

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

1

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>15</u> (0-15 pts)

76 Total Score (0-100) \_

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	MSCW, Inc.
QUALIFICATION COMMITTEE MEMBER:	Alison Stette

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Highly Innovative, excellent geralificente

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

NO QC process, spelling error

Score 14 (0-20pts)

Score\_<u>57</u> (0-60 pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts)

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<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>12</u> (0-15 pts)

Ranking\_\_\_\_\_

Total Score (0-100) 83

## RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Wilbur Smith Associates

QUALIFICATION COMMITTEE MEMBER:

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

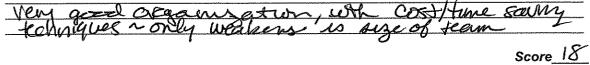
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Innovative covered all qu Utstandin

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



# (0-20pts)

Score <u>57</u> (0-60 pts)

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts)

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<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

· · · · · · · · · · · · · · · · · · ·	
	Score <u>13</u> (0-15 pts)
N	

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Ranking\_\_\_

Total Score (0-100) \_\_\_\_\_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Burgess & Niple, Inc.

QUALIFICATION COMMITTEE MEMBER: Largesline

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

to Seminale county experience Nated +5 for Wral experience

> Score\_46 (0-60 pts)

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score <u>15</u> (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score 12 (0-15 pts)

Ranking\_

Total Score (0-100) 17

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Calvin, Giordano & Associates, Inc
QUALIFICATION COMMITTEE MEMBER:	Larry Polinen

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Eminate Experiance

Score<u>5</u> (0-60pts)

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 15 (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>13</u> (0-15 pts)

Ranking

Total Score (0-100) \_\_\_\_\_\_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Canin Associates
QUALIFICATION COMMITTEE MEMBER:	Larry Poliner

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Not enough transportin in hour.

Score <u>87</u> (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score <u>1</u> (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 10 (0-15 pts)



Total Score (0-100) 55

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Florida Land Design, Inc.
QUALIFICATION COMMITTEE MEMBER:	Larry Polina

### EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score <u>}</u> (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 1 3 (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>13</u> (0-15 pts)

Ranking

63 Total Score (0-100)

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	GAI Consultants, Inc.
QUALIFICATION COMMITTEE MEMBER:	Lary Polener

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 37 (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 1 0 (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score <u>14</u> (0-15 pts)

Ranking 10

Total Score (0-100) \_\_\_\_\_\_64

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Glatting Jackson Kercher Anglin, Inc.

QUALIFICATION COMMITTEE MEMBER:

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score<u>4 2</u> (0-60 pts)

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 0 (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>12</u> (0-15 pts)

Ranking\_

Total Score (0-100) 67

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: \_\_\_\_\_ GMB Engineers & Planners, Inc.

### QUALIFICATION COMMITTEE MEMBER:

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

\_\_\_\_\_

No bal with

Score <u>}</u> (0-60 pts)

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score <u>(/)</u> (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

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**<u>COST</u>** (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>14</u> (0-15 pts) Ranking\_

Total Score (0-100) \_\_\_\_\_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	HCI
QUALIFICATION COMMITTEE MEMBER:	: Larry Poloner

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is

\_\_\_\_\_

- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable \*Describe strengths, weaknesses and deficiencies to support your assessment.

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score<u>35</u> (0-60 pts)

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Ranking\_

Score 10 (0-15 pts)

Total Score (0-100) \_\_\_\_ර් ට

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:H	NTB Corporation
QUALIFICATION COMMITTEE MEMBER:	oray Poline
	the first the difference of the states

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

- ch Josta Perigs Standarda

Score <u>45</u> (0-60 pts)

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score <u>| 5</u> (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

 	 	 	Score	12
			Score_ (0-	15 pts

Total Score (0-100) \_\_\_\_\_

Ranking\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Ivey Planning Group, LLC
QUALIFICATION COMMITTEE MEMBER:	Larry Poliner

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Large aboutity of Local expressive.

Score <u>55</u> (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score <u>| }</u> (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

# COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13 (0-15 pts) Total Score (0-100) \_\_\_\_\_ Ranking

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Keith and Schnars, P.A.
QUALIFICATION COMMITTEE MEMBER:	Larry Polimer

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

CAS of oweds, ust local

Score <u>40</u> (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score <u>|0</u> (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>12</u> (0-15 pts)

Rankin

Total Score (0-100) 67

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Kimley-Horn and Associates, Inc.

QUALIFICATION COMMITTEE MEMBER:

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

TLEA CAPULANCE Lach-of'sabs-

Score 45 45 (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

understade scope of work mentioned mited use

Score <u>/ </u> (0-20pts)

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 14 (0-15 pts)

Ranking\_

Total Score (0-100) \_\_\_\_ 82

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Land Design South
QUALIFICATION COMMITTEE MEMBER:	Larry Poliner

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

No Cocal aspecimie.

Score <u>70</u> (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score<u></u>] <u></u> (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

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Score <u>13</u> (0-15 pts)

15 Ranking\_

Total Score (0-100) 55

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Miller Legg
QUALIFICATION COMMITTEE MEMBER:	Larry Polina

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects. ۰
- Good, No major weaknesses, Fully Acceptable as is ٠
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable . \*Describe strengths, weaknesses and deficiencies to support your assessment.

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Good Jobs expression +1-

> Score 42 (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

> Score 12 (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score	<u>    15</u> 15 pts)
(0-)	is pisj

Ranking\_\_\_\_\_

Total Score (0-100) 72

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	MSCW, Inc.
QUALIFICATION COMMITTEE MEMBER:	LarryPoliner

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score<u>50</u> (0-60 pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score | 5 (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>12</u> (0-15 pts)

Ranking

Total Score (0-100) \_ 8 L

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Wilbur Smi	ith Associates
QUALIFICATION COMMITTEE MEMBER:	Larry	Poliner

# EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

No Seminale county experiec

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score <u>10</u> (0-20pts)

Score 36 (0-60 pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>13</u> (0-15 pts)

Ranking\_D

Total Score (0-100) 63

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Burgess & Niple, Inc.	
QUALIFICATION COMMITTEE MEMBER:	Amy Raub	
EVALUATION CONSIDERATIONS	J	

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and

subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score (0-60

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>12</u> (0-15 pts)

Ranking <u>7</u>10

Total Score (0-100) \_\_\_\_\_\_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Calvin, Giordano & Associates, Inc
QUALIFICATION COMMITTEE MEMBER:	Ame Pruch
-	

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

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B= BCEEN ADDIS	IVOCCREMENT OF ASSIRTING	18 17-5 11-1
1	e. 2	· · · · · · · · · · · · · · · · · · ·

Score <u></u> (0-60pts)

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

nat an aloundana.

Score (0-20pts)

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>13</u> (0-15 pts)

Ranking 914

Total Score (0-100)

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Canin Associates	
QUALIFICATION COMMITTEE MEMBER:	Any Carb	

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

D= Q Y- no years listed on some -LEED, AICK, no wonds econony G 1000 Good variety of disciplines

### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

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75 10	



### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts) COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>10</u> (0-15 pts)

Ranking 7 8 12

K86 Total Score (0-100)

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Florida Land Design, Inc.
QUALIFICATION COMMITTEE MEMBER:	Am land
EVALUATION CONSIDERATIONS	$\mathcal{O}$

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

- not one whermation of parks, appende isted stage have relevant experied ... (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.  $\theta$ 

Score (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

\$13 Ranking 0

Score <u>13</u> (0-15 pts)

Total Score (0-100) 85

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	GAI Consultants, Inc.
QUALIFICATION COMMITTEE MEMBER:	Anylaub

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

japen derin, econonia analysis D=5 Score 1 (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

Score <u>14</u> (0-15 pts)

Ranking 14

92 Total Score (0-100)

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Glatting Jackson Kercher Anglin, Inc.
QUALIFICATION COMMITTEE MEMBER:	Any lack
EVALUATION CONSIDERATIONS	V

#### EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

= MAD QUADIDA CERTIFICATIONO qualification. lit proces fils almost all cripping for Score 5

(0-60 pts)

# APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Not specify GJ lead over subs

Score (0-20pts)

# LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts) COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>12</u> (0-15 pts)



Total Score (0-100) \_\_\_\_\_

.

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	GMB Engineers & Planners, Inc.	
	: Ann Raup	. •
EVALUATION CONSIDERATIONS	to the sumber of points elletted for each. The total	
INSTRUCTIONS: Score each criterion up number of points for all criterion will equal	to the number of points allotted for each. The total 100 points based on the following general guidelines:	
<ul> <li>Outstanding, out-of-the-box, Innov</li> </ul>	vative, Cost/Time Savings	
<ul> <li>Excellent, Very Good, Solid in all I</li> </ul>	respects.	
Oned Manuschensen Euß		

- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and

subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

put need sub for project, awards 18 group of consultant + Nulla, No manificond Score<u>55</u>

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

To available Kinellen illustration

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

(0-60 pts)

(0-20pts

Score

Score 14 (0-15 pts)

Total Score (0-100)

Ranking\_\_\_\_

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	HCI		
QUALIFICATION COMMITTEE MEMBER:	Anz	<u>Kaip</u>	

**EVALUATION CONSIDERATIONS** INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A= not expensive local any remaint our and set of sums no enon delian, 15 n=" 3- lots a development. No arend dealing 3- SPE Block chings 1 10 allanus 4- 195 1842 Score 45

(0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

4 - Fince ava. Valel VD - CLERK

Score <u></u> (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

(-)

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10 (0-15 pts)

Ranking H 16

Total Score (0-100) 79

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	HNTB Corporation
QUALIFICATION COMMITTEE MEMBER:	Any Carb

#### EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

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

# QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Mit HICK AD PLAC missing economics Score (0-60

# APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

No. tion

Score

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score <u>12</u> (0-15 pts)

Ranking

Total Score (0-100) 9

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Ivey Planning Group, LLC	
QUALIFICATION COMMITTEE MEMBER:	Any laup	

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings •
- Excellent, Very Good, Solid in all respects. ٠
- Good, No major weaknesses, Fully Acceptable as is ٠
- Marginal, Weak, Workable but needs clarifications ٠
- Unacceptable, Needs major help to be acceptable • \*Describe strengths, weaknesses and deficiencies to support your assessment.

## **QUALIFICATIONS AND EXPERIENCE (60 points)**

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

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A. MICONOI	EED - LOTONE HUSDA	15 her of the disting Us	n lo p	25-0001 Wasey
7, - 1, - "a main	wassering Brown			- Philosofti Clar
1.S			Score 🧐	

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation. \_\_\_\_\_

- 16

Score (0-20pts

(0-60 pts)

all coi

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

> Score 5 (0-5 pts)

Score <u>13</u> (0-15 pts)

Ranking

Total Score (0-100)

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Keith and Schnars, P.A.
QUALIFICATION COMMITTEE MEMBER:	Any Carlo

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

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

QUALIFICATIONS AND EXPERIENCE (60 points) (Weighter & differently & C no States) Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

10 years notes allin Warnen · a words & have vehiced SEP Mar - (198) 1) = (3) & stall into ole char on MA

Score<u></u>) (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

ect manau Strate Charles

Score <u>20</u> (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

Ranking # 10

Total Score (0-100) 77

Score <u>12</u> (0-15 pts)

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Kimley-Horn and Associates, Inc.
QUALIFICATION COMMITTEE MEMBER:	Ary Raub

## **EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

H= LONU DIAMIIn , (J) 2 63 08-Cound not LOAKSALADI Score\_56 (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

nia marialalaila

Score 🗹 (0-20)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

Ranking\_

Total Score (0-100) \_ 95

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Land Design South

QUALIFICATION COMMITTEE MEMBER:

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of gualifications and relevant experience of proposed personnel and

subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score -

# APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

<u>H=8</u> 5=6

Score (0-20pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>2</u> (0-5 pts)

# COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Ranking 10 15

Total Score (0-100) \_\_ 8

.

•

Score <u>13</u> (0-15 pts)

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Miller Legg	
QUALIFICATION COMMITTEE MEMBER:	Am Carl	
	· · · · ·	

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

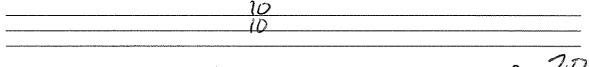
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

= GRANCEIN FIMILEN CONTRACT 18 = AICO, RLA, CE, SIS, PUS, POLEZO 18 2 - no economics Score

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts)

(0-60 pts

Score <u>15</u> (0-15 pts)

Ranking\_\_\_\_

Total Score (0-100)

•

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	MSCW, Inc.	
QUALIFICATION COMMITTEE MEMBER:	Any Carl	
EVALUATION CONSIDERATIONS		181 181

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good; Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
   \*Describe strengths, weaknesses and deficiencies to support your assessment.

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the

ast three, (3) years. - no years Score\_

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

mun liked

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

(0-60 pts)

Score <u>12</u> (0-15 pts)

Ranking

Total Score (0-100) \_\_\_\_\_\_

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Wilbur Smith Associates
QUALIFICATION COMMITTEE MEMBER:	Any laub

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years,

ant expression 19 PE, Env, Economics, - Welle rounded

Score<u>) 7</u> (0-60 pts)

#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

Score <u>13</u> (0-15 pts)

Ranking # 7

Total Score (0-100)

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Burgess & Niple, Inc.	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is

- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable \*Describe strengths, weaknesses and deficiencies to support your assessment.

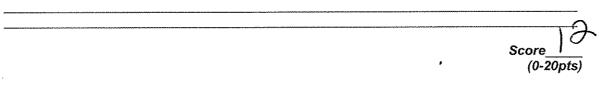
# **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score

(0-60 pts)

Score <u>12</u> (0-15 pts)

Ranking 710

Total Score (0-100) 67

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Calvin, Giordano & Associates, Inc
QUALIFICATION COMMITTEE MEMBER:	Dick Boyer

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

# APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

(0-60pts)

Score

### LOCATION: (5 points)

.

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

 Score 13
Score <u>13</u> (0-15 pts)

Ranking 5

Total Score (0-100)

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Canin Associates	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

#### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

#### **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

Score

(0-60 pts

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts)

Score <u>10</u> (0-15 pts)

Ranking 8 12

.

Total Score (0-100) <u>66</u>

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:		Florida Land Design, Inc.		
QUALIFICATION COMMITTEE MEMBER:	•	Dick	Boyer	

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

# APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



Score

(0-60 pts

# LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts) COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>13</u> (0-15 pts)

Ranking 4 13

Total Score (0-100) 65

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	GAI Consultants, Ir	NC.
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

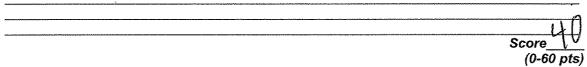
- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
   \*Describe strengths, weaknesses and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

### QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.



#### APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20 pts)

#### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

Score <u>14</u> (0-15 pts)

Ranking\_\_\_\_\_

71 Total Score (0-100)

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Glatting Jackson Kercher Anglin, Inc.		
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer	

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

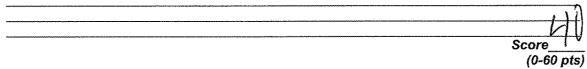
- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
   \*Describe strengths, weaknesses and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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.



## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

**<u>COST</u>** (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>12</u> (0-15 pts)

Ranking 5

Total Score (0-100) 69

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	GMB Engineers & Planners, Inc.
QUALIFICATION COMMITTEE MEMBER:	Dick Boyer

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts

Score

(0-60 pts)

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>14</u> (0-15 pts)

Ranking\_[

Total Score (0-100) 9 -

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	HCI	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

# **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

Score

(0-60 pts)

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score<u>5</u> (0-5 pts)

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10 (0-15 pts)

Ranking H 16

Total Score (0-100) \_\_\_\_\_\_\_\_\_\_

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	HNTB Corporation	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

<u>APPROACH TO WORK</u> (20 points) Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

\_\_\_\_\_

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

Score

Score

(0-20pts)

(0-60 pts)

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>12</u> (0-15 pts)

Ranking 2

Total Score (0-100) 73

# RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Ivey Planning Group, L	LC
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

### **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications. Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

Score V (0-60 pts

### LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

• Score <u>13</u> (0-15 pts)

Ranking <u>5</u>

69 Total Score (0-100) \_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Keith and Schnars, P.A.	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

(0-60 pts)

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12 (0-15 pts)

Ranking 4 13

Total Score (0-100) 65

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Kimley-Horn and Associates, Inc.
QUALIFICATION COMMITTEE MEMBER:	Dick Boyer

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



Score

(0-60 pts

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14 (0-15 pts)

Ranking\_\_\_\_\_

Total Score (0-100) 70

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Land Design South
QUALIFICATION COMMITTEE MEMBER:	Dick Boyer

## **EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

(0-60 pts)

Score

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 2 (0-5 pts)

## COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>13</u> (0-15 pts)

Ranking 15

62 Total Score (0-100) \_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Miller Legg	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

## **EVALUATION CONSIDERATIONS**

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INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

# **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



Score

(0-60 pts)

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts) COST (15 points)

1. 1. 1.

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>15</u> (0-15 pts)

Ranking 6-8

Total Score (0-100) \_\_\_\_\_\_

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	MSCW, Inc.	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer

## **EVALUATION CONSIDERATIONS**

1 A. A.

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score (0-20pts)

(0-60 pts

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

1.1

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score <u>12</u> (0-15 pts)

Ranking 👉 🖇

Total Score (0-100) 68

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME:	Wilbur Smith Associates	
QUALIFICATION COMMITTEE MEMBER:	Dick	Boyer
		0

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

## **QUALIFICATIONS AND EXPERIENCE** (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

## APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.



<u>~ Score (0-60</u>

## LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score <u>5</u> (0-5 pts)

2

<u>COST</u> (15 points) Measured in terms of the lump sum cost to perform the services required by the solicitation.

 Score 13
$(\overline{0-15} \text{ pts})$

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Total Score (0-100) \_\_\_\_ 67

#### CONSULTANT SERVICES AGREEMENT (RFP-3261-08/RTB) PLANNING AND DEVELOPMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between GMB ENGINEERS & PLANNERS, INC., duly authorized to conduct business in the State of Florida, whose address is 2602 E. Livingston Street, Orlando, Florida 32803, 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 consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; 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 consulting 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. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years 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.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for 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. 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.

**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". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
  - 1. Breakfast: \$6.00 without receipts \$10.00 with receipts;
  - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
  - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

### SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, 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:

Planning and Development Department 1101 E. First Street Sanford, Florida 32771

(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 CONSUL-TANT'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 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.

(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, Commercial General Liability, and Business Auto). 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 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 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.

CONSULTANT's insurance shall cover CONSULTANT 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 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 em-The minimum required limits to be provided by both CONSULTANT ployees. 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 Each Occurrence Limit Umbrella Policy Three (3) Times the Each-Occurrence Limit \$1,000,000.00

\$1,000,000.00 \$2,000,000.00

(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).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the peraccident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

#### LIMITS

Each Occurrence Bodily \$1,000,000.00 Injury and Property Damage Liability Combined for any auto

(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. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

### SECTION 21. REPRESENTATIVES OF COUNTY AND 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:

Planning and Development Department 1101 E. First Street Sanford, FL 32771

#### For CONSULTANT:

GMB Engineers & Planners, Inc. 2602 E. Livingston Street Orlando, FL 32803

**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.

#### (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:

GMB ENGINEERS & PLANNERS, INC.

, President

, Secretary

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

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:\_

BRENDA CAREY, Chairman

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

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

For use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

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



County Attorney

AEC/1pk/sjs 8/15/08, 9/3/08, 9/9/08 P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 GMB.doc

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule

# **GENERAL CONSULTING SERVICES FOR PLANNING**

# SCOPE OF SERVICE

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

# General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

# Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multimodal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

# Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

# Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

# Board of County Commissioners SEMINOLE COUNTY, FLORIDA

# **WORK ORDER**

Work Order Number:

Contract Title	Dated:
Project Title:	
Consultant:Address:	_ _ _
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
this Agreement by the parties and shall be compl	ovided by the CONSULTANT shall commence upon execution of oleted within <u>calendar days</u> from the effective date of this e shall be grounds for Termination of both the Work Order and
Work Order Amount:	DOLLARS (\$)
IN WITNESS WHEREOF, the parties hereto have , 20, for the purposes state	e made and executed this Work Order on this day of ted herein.
<u>ATTEST:</u>	
, Secretary	_ By: y , President
(CORPORATE SEAL)	Date:
<u>WITNESSES:</u>	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
(Procurement Analyst)	By: Robert Hunter, Procurement Supervisor
(Procurement Analyst)	_ Date: As authorized by Section 8.153 Seminole County Administrative Code.
OC #	ON #
	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 release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- 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

SEMINOLE COUNTY

#### SUBMITTAL SECTION 5: COST (one [1] single-sided page maximum)

The Cost for this Request for Proposal should be submitted within the following format to include total compensation relative to performing the services as described in the Scope of Services for this solicitation. These fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, and profit. The Estimated Hours are provided as the County's estimate for potential work under this Agreement, but the County provides no guarantee that all hours will be utilized. The evaluation for this criteria will be based on the Estimated Project Total.

LABOR CATEGORY	LOADED HOURLY RATE	ESTIMATED HOURS	TOTAL
Project Manager	\$177.50	150	\$26,625.35
Principal Planner	\$127.36	400	\$50,942.15
Planner	\$112.35	350	\$39,321.18
Transportation Planner	\$89.15	150	\$13,372.34
Graphic Artist	\$76.04	100	\$7,603.67
Engineer	\$99.05	550	\$54,479.93
GIS Specialist	\$79.24	200	\$15,848.69
Traffic Analyst	\$78.54	200	\$15,707.24
Ecologist	\$91.90	75	\$6,892.50
Administration	\$55.19	115	\$6,346.55
Estimated Project Total		2290	<u>\$237,139.60</u>

RFP-3261-08/RTE

General Consulting Services for Planning and Development.



25 GENERAL CONSULTING SERVICES FOR PLANNING & DEVELOPMENT RFP-3261-08/RTB

#### CONSULTANT SERVICES AGREEMENT (RFP-3261-08/RTB) PLANNING AND DEVELOPMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between MILLER SELLEN CONNOR & WALSH, INC., duly authorized to conduct business in the State of Florida, whose address is 4750 New Broad Street, Orlando, Florida 32814, 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 consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; 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 consulting 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. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years 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.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for 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. 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.

**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". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

#### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
  - 1. Breakfast: \$6.00 without receipts \$10.00 with receipts;
  - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
  - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, 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:

Planning and Development Department 1101 E. First Street Sanford, Florida 32771

(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 CONSUL-TANT'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 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.

(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, Commercial General Liability, and Business Auto). 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 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 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	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit Umbrella Policy	\$1,000,000.00 \$2,000,000.00

(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).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the peraccident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

#### LIMITS

Each Occurrence Bodily \$1,000,000.00 Injury and Property Damage Liability Combined for any auto

(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. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

#### SECTION 21. REPRESENTATIVES OF COUNTY AND 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:

Planning and Development Department 1101 E. First Street Sanford, FL 32771

#### For CONSULTANT:

Miller Sellen Conner & Walsh, Inc. 4750 New Broad Street Orlando, FL 32814

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.

#### (Signature Page Follows)



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

By:\_\_\_\_

ATTEST:

MILLER SELLEN CONNER & WALSH, INC.

Secretary
-----------

, President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

BRENDA CAREY, Chairman

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

Date:\_\_\_\_

For use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

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

County Attorney

AEC/lpk/sjs 8/15/08, 9/3/08, 9/9/08 P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 MSCW.doc

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order

Exhibit C - Rate Schedule

# **GENERAL CONSULTING SERVICES FOR PLANNING**

# SCOPE OF SERVICE

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

# General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

## Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multimodal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

## Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

## Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

## Board of County Commissioners SEMINOLE COUNTY, FLORIDA

# WORK ORDER

Work Order Number:

Contract Title	Dated:
Project Title:	
Consultant:Address:	_ _ _
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
this Agreement by the parties and shall be compl	ovided by the CONSULTANT shall commence upon execution of oleted within <u>calendar days</u> from the effective date of this e shall be grounds for Termination of both the Work Order and
Work Order Amount:	DOLLARS (\$)
IN WITNESS WHEREOF, the parties hereto have , 20, for the purposes state	e made and executed this Work Order on this day of ted herein.
<u>ATTEST:</u>	
, Secretary	_ By: y , President
(CORPORATE SEAL)	Date:
<u>WITNESSES:</u>	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
(Procurement Analyst)	By: Robert Hunter, Procurement Supervisor
(Procurement Analyst)	_ Date: As authorized by Section 8.153 Seminole County Administrative Code.
OC #	ON #
	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 release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- 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.



## SUBMITTAL SECTION 5: COST

(one [1] single-sided page maximum)

The Cost for this Request for Proposal should be submitted within the following format to include total compensation relative to performing the services as described in the Scope of Services for this solicitation. These fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, and profit. The Estimated Hours are provided as the County's estimate for potential work under this Agreement, but the County provides no guarantee that all hours will be utilized. The evaluation for this criteria will be based on the Estimated Project Total.

LABOR CATEGORY	LOADED HOURLY RATE	ESTIMATED HOURS	TOTAL
Project Manager	205	150	30,750
Principal Planner	120	400	48,000
Planner	100	350	35,000
Transportation Planner	185	150	27,750
Graphic Artist	100	100	10,000
Engineer	140	550	77,000
GIS Specialist	85	200	17,000
Traffic Analyst	75	200	15,000
Ecologist	185	75	13,875
Administration	70	115	8,050
Estimated Project Total		2290	282,425



Cost 24

#### CONSULTANT SERVICES AGREEMENT (RFP-3261-08/RTB) PLANNING AND DEVELOPMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HNTB CORPORATION, duly authorized to conduct business in the State of Florida, whose address is 300 Primera Boulevard, Suite 300, Lake Mary, Florida 32746, 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 consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; 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 consulting 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. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years 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.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for 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. 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.

**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". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

#### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
  - Breakfast:
     \$6.00 without receipts
     \$10.00 with receipts;
  - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
  - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, 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:

Planning and Development Department 1101 E. First Street Sanford, Florida 32771

(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 CONSUL-TANT'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 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.

(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, Commercial General Liability, and Business Auto). 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 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 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 em-The minimum required limits to be provided by both CONSULTANT ployees. 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	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit Umbrella Policy	\$1,000,000.00 \$2,000,000.00

(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).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the peraccident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

#### LIMITS

Each Occurrence Bodily \$1,000,000.00 Injury and Property Damage Liability Combined for any auto

(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. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

#### SECTION 21. REPRESENTATIVES OF COUNTY AND 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:

Planning and Development Department 1101 E. First Street Sanford, FL 32771

#### For CONSULTANT:

HNTB Corporation 300 Primera Boulevard, Suite 300 Lake Mary, FL 32746

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.

#### (Signature Page Follows)



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

	HNTB CORPORATION		
Witness	- By:		
Print Name			
Witness	-		
Print Name			
· · · · ·	Date:		
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA		
	BRENDA CAREY, Chairman		
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	BRENDA CAREY, Chairman Date:		
For use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners		
Approved as to form and legal sufficiency.	at their, 20 regular meeting.		
County Attorney AEC/lpk/sjs 8/15/08, 9/3/08, 9/9/08 P:\Users\Legal Secretary CSB\Purchasing	2008\Agreements\RFP-3261 HNTB.doc		

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule

## **GENERAL CONSULTING SERVICES FOR PLANNING**

## SCOPE OF SERVICE

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

## General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

## Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multimodal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

## Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

## Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

## Board of County Commissioners SEMINOLE COUNTY, FLORIDA

# WORK ORDER

Work Order Number:

Contract Title	Dated:
Project Title:	
Consultant:Address:	_ _ _
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
this Agreement by the parties and shall be compl	ovided by the CONSULTANT shall commence upon execution of oleted within <u>calendar days</u> from the effective date of this e shall be grounds for Termination of both the Work Order and
Work Order Amount:	DOLLARS (\$)
IN WITNESS WHEREOF, the parties hereto have , 20, for the purposes state	e made and executed this Work Order on this day of ted herein.
<u>ATTEST:</u>	
, Secretary	_ By: y , President
(CORPORATE SEAL)	Date:
<u>WITNESSES:</u>	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
(Procurement Analyst)	By: Robert Hunter, Procurement Supervisor
(Procurement Analyst)	_ Date: As authorized by Section 8.153 Seminole County Administrative Code.
OC #	ON #
	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 release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- 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.

#### SUBMITTAL SECTION 5: COST

(one [1] single-sided page maximum)

The Cost for this Request for Proposal should be submitted within the following format to include total compensation relative to performing the services as described in the Scope of Services for this solicitation. These fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, and profit. The Estimated Hours are provided as the County's estimate for potential work under this Agreement, but the County provides no guarantee that all hours will be utilized. The evaluation for this criteria will be based on the Estimated Project Total.

LABOR CATEGORY	LOADED HOURLY RATE	ESTIMATED HOURS	TOTAL
Project Manager	\$185	150	\$27,750
Principal Planner	\$170	400	\$68,000
Planner	\$75	350	\$26,250
Transportation Planner	\$100	150	\$15,000
Graphic Artist	\$50	100	\$5,000
Engineer	\$125	550	\$68,750
GIS Specialist	\$85	200	\$17,000
Traffic Analyst	\$125	200	\$25,000
Ecologist	\$122	75	\$9,150
Administration	\$70	115	\$8,050
Estimated Project Total		<u>2290</u>	\$269,950

HNTB Corporation

#### CONSULTANT SERVICES AGREEMENT (RFP-3261-08/RTB) PLANNING AND DEVELOPMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KIMLEY-HORN AND ASSOCIATES, INC., duly authorized to conduct business in the State of Florida, whose address is 3660 Maguire Boulevard, Suite 200, Orlando, Florida 32803, 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 consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; 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 consulting 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. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years 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.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for 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. 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.

**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". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

#### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
  - Breakfast:
     \$6.00 without receipts
     \$10.00 with receipts;
  - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
  - Dinner:
     \$19.00 without receipts
     \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, 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:

Planning and Development Department 1101 E. First Street Sanford, Florida 32771

(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 CONSUL-TANT'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 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.

(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, Commercial General Liability, and Business Auto). 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 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 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.

CONSULTANT's insurance shall cover CONSULTANT 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 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 em-The minimum required limits to be provided by both CONSULTANT plovees. 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 Each Occurrence Limit Umbrella Policy Three (3) Times the Each-Occurrence Limit \$1,000,000.00

\$1,000,000.00 \$2,000,000.00

(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$ ).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the peraccident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

## LIMITS

Each Occurrence Bodily \$1,000,000.00 Injury and Property Damage Liability Combined for any auto

(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. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

## SECTION 21. REPRESENTATIVES OF COUNTY AND 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:

Planning and Development Department 1101 E. First Street Sanford, FL 32771

#### For CONSULTANT:

Kimley-Horn and Associates, Inc. 3660 Maguire Boulevard, Suite 200 Orlando, FL 32803

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.

## (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:

KIMLEY-HORN AND ASSOCIATES, INC.

By:	
	, President
Date:	

(CORPORATE SEAL)

, Secretary

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

Ву:\_

BRENDA CAREY, Chairman

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

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

For use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

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

County Attorney

AEC/lpk/sjs 8/15/08, 9/3/08, 9/9/08 P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 KN.doc

Attachments:

Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule

# **GENERAL CONSULTING SERVICES FOR PLANNING**

# SCOPE OF SERVICE

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

## General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

# Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multimodal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

## Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

# Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

# Board of County Commissioners SEMINOLE COUNTY, FLORIDA

# WORK ORDER

Work Order Number:

Contract Title	Dated:
Project Title:	
Consultant:Address:	
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
this Agreement by the parties and shall be compl	ovided by the CONSULTANT shall commence upon execution of leted within <u>calendar days</u> from the effective date of this e shall be grounds for Termination of both the Work Order and
Work Order Amount:	DOLLARS (\$)
IN WITNESS WHEREOF, the parties hereto have , 20, for the purposes state	made and executed this Work Order on this day of ed herein.
<u>ATTEST:</u>	
, Secretary	By:, President
(CORPORATE SEAL)	Date:
<u>WITNESSES:</u>	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
(Procurement Analyst)	By: Robert Hunter, Procurement Supervisor
(Procurement Analyst)	As authorized by Section 8.153 Seminole County Administrative Code.
OC #	ON #
	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 release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- 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.



# SECTION 5: COST

EXHIBIT C

The summary table below provides the information requested by the County. Please note that an assessment of the bottom line cost in this table does not consider the potential efficiency provided by Kimley-Horn and Associates, Inc. given our experience providing similar services. For example, more than half of the evaluation and appraisal reports that we have prepared have been found sufficient by DCA at the 60-day preliminary review stage. Similarly, we recently received preliminary comments from FDOT on our comprehensive plan amendments for the City of Casselberry to establish a TCEA and revise the Future Land Use Map to allow increased intensities and densities. The comments are relatively minor and it appears that they can be resolved by clarifying some information in the justification report. We expect to receive support from FDOT and DCA on the amendments. *This type of efficiency can result in fewer hours needed for KHA to complete tasks, thus resulting in lower costs to the County.* 

Labor Category	Loaded Hourly Rate	Estimated Hours	Total
Project Manager Clif Tate, P.E.	\$206.18	150	\$30,927.00
Principal Planner Tim Stillings, AICP, PTP	\$146.18	400	\$58,472.00
Planner Tykus Holloway, P.E., AICP Poorna Bhattacharya, AICP Stephanie Striefel, AICP	\$101.76	350	\$35,616.00
Transportation Planner Brad Chol, P.E. Mike Woodward, EIT (MI)	\$105.60	150	\$15,840.00
Graphic Artist Marci Brinker Chril Pearl	\$79.87	100	\$7,987.00
Engineer Brad Choi, P.E.	\$110.40	350	\$38,640.00
GIS Specialist Pete Hofheinz	\$80.42	200	\$16,084.00
Traffic Analyst Mike Woodward, EIT (MI)	\$100.80	200	\$20,160.00
Ecologist Lynn Kiefer, PWS	\$158.46	75	\$11,884.50
Administration Kay Jones Beth Moore	\$55.87	115	\$6,425.05
Estimated Project Total	\$1,145.54	2,290	\$242,035.55 <sup>(1)</sup>

Note (1): Please see additional information in the description of costs at the top of this page.



# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: IFB-600451-08/GMG - Term Contract for Roads and Bridges Sweeping Services

DEPARTMENT: Administrative ServicesDIVISION: Purchasing and ContractsAUTHORIZED BY: Frank RaymondCONTACT: Gloria GarciaEXT: 7123

# MOTION/RECOMMENDATION:

Award IFB-600451-08/GMG –Term Contract for Roads and Bridges Sweeping Services to ProSweep Central Florida, St. Cloud (Estimated Not-to-Exceed \$102,000.00 per year).

County-wide

Ray Hooper

## BACKGROUND:

IFB-600451-08/GMG will provide for roads and bridges sweeping services throughout the County, which consist of removing or otherwise cleaning of debris from designated areas within the limits of the Seminole County Maintained Road System. Areas to be cleaned will be curb and gutter, valley gutter, bridge decks and curbs, intersections, turn lanes and all paved areas as designated by the County. This project was publicly advertised and the County received three (3) submittals in response to the solicitation. Consideration was given to the responsibility, responsiveness and past performance of the firm. The Review Committee, comprised of Jimmie Beach, Program Manager, Roads and Stormwater; Neal Miller, Roads and Stormwater; Engineering Inspector, and Owen Reagan, Program Manager/Principal Engineer, Roads and Stormwater, evaluated the responses and recommends award to the lowest responsive, responsible bidder, ProSweep Central Florida, St. Cloud.

Authorization for delivery of materials and services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for three (3) successive periods not to exceed one (1) year each. The total amount paid to the Contractor pursuant to this agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the County for roads and bridges sweeping services. The estimated annual usage of the contract is \$102,000.00.

# STAFF RECOMMENDATION:

Staff recommends that the Board award IFB-600451-08/GMG - Term Contract for Roads and Bridges Sweeping Services to ProSweep Central Florida, St. Cloud (Estimate Not-to-Exceed \$102,000.00 per year).

# ATTACHMENTS:

- 1. Agreement
- 2. Evaluations
- 3. Tabulation Form

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

# TERM CONTRACT FOR ROADS AND BRIDGES SWEEPING SERVICES (IFB-600451-08/GMG)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PROSWEEP CENTRAL FLORIDA, LLC, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 701288, St. Cloud, Florida 34770, 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 services of a competent and qualified contractor to provide roads and bridges sweeping services for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide roads and bridges services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and The Purchase Orders will be issued under and shall method of payment. incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for roads and bridges sweeping services.

### SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Eixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

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

Copies of the invoice shall be sent to:

Department of Public Works 520 West Lake Mary Blvd., Suite 200 Sanford, FL 32773

Roads/Stormwater Division 177 Bush Boulevard Sanford, FL 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRAC-TOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section. (d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

## SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and

prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

## SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. (c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

## SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

(b) <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)providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section  $440.57\pi$  (Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such immediately notify COUNTY and immediately replace the circumstance, 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 subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

### (1) Workers' Compensation/Employer's Liability.

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

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

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

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

#### LIMITS

General Aggregate

Personal & Advertising Injury Limit Each Occurrence Limit Three (3) Times the Each Occurrence Limit \$300,000.00

\$300,000.00

(3) <u>Business Auto Policy</u>:

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the peraccident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business
Auto Policy shall be: LIMITS

Each Occurrence Bodily \$300,000.00 Injury and Property Damage Liability Combined

(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 COUNTY'S 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, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

#### SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

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

### SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation. SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

**SECTION 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be

honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

### For COUNTY:

Department of Public Works 520 West Lake Mary Blvd., Suite 200 Sanford, FL 32773

#### For CONTRACTOR:

Prosweep Central Florida, LLC P.O. Box 701288 St. Cloud, FL 34770

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

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

PROSWEEP CENTRAL FLORIDA, LLC

Witness	Ву:
Print Name	By: RICHARD ROBINSON, President
Witness	
Print Name	
ATTEST:	BOARD OF COUNTY COMMISSIONERS
MARYANNE MORSE Clerk to the Board of County Commissioners of	By: BRENDA CAREY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
regur burrterery.	
County Attorney AC/lpk 9/16/08 P:\Users\Legal Secretary CSB\Purchasing	2008\Agreements\IFB-600451-08.doc
Attachments: Exhibit A - Scope of Services Exhibit B - Sample Purchase Or	der

Roads and Bridges Sweeping Services IFB-600451-08/GMG Page 17 of 17

Exhibit "A"
Section 4 – Paragraph (1) – 1 Price Schedule
PROJECT: Term Contract for Roads and Bridges Sweeping Services COUNTY CONTRACT NO. IFB-600451-08/GMG
Name of Bidder: Prosweep CENTRAC FLORIDA
Mailing Address: PO BOX 701288
Street Address:
City/State/Zip: ST CLOUD FC 34770
Phone Number: (402) 498 00//
FAX Number: ( <u>907) 498 00/2</u>

Pursuant to and in compliance with the 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 places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. \_\_\_\_\_\_ through\_\_\_\_\_, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Item	Estimated quantity per Year	Description	Unit Cost per	Extended
1	4,500 miles	Road and Bridge Sweeping Services	Mile \$20-99	Cost 94,455
2	250 miles	Work request sweeping	430.00	7,500
			Total Bid	\$ 101,955-

IN WITNESS WHEREOF, BIDDER I day of <u>August</u> , 20 <u>08</u> .	has hereunto executed this FORM this 28 4
Prosuscep Contract Florma (Name of BILDER)	(Signature of person signing FORM) <u>Sicheral Rebinson – Practore</u> (Printed name and title of person signing FORM)

IFB-600451-08/GMG – Term Contract for Roads and Bridges Sweeping Services

### Section 1 – Description of Services

The Contractor will be responsible for road and bridge sweeping services which consist of removing or otherwise cleaning of debris from designated areas within the limits of the Seminole County Maintained Road System. Authorization for services by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County and based on approved schedule.

Areas to be cleaned will be curb and gutter, valley gutter, bridge decks and curbs, intersections, turn lanes and all paved areas as designated by the County. Contractor must keep track of the cubic yards of debris removed and log it on the supplied work sheet. Contractor must keep the County's cubic yards of debris separated from other work and be responsible of providing the Engineering Inspector with monthly dump tickets and identify the debris that has been properly disposed of. Turn-out areas at intersections must be swept back to the right of way, and the mileage will be reflected in the total miles for those roads. There will be no additional mileage for turn-outs.

These specifications and special provisions are end-result oriented. Although the sweeping activity is expected to be accomplished by primarily mechanical and vacuum sweeping, however, these specifications are not intended to be restrictive or limit other mechanical techniques that may achieve the specified and desired quality. Contractor is responsible for compliance. Spot sweeping or cleanup for accidents and/or load spills will be the responsibility of Seminole County Roads-Stormwater Division.

- 1. <u>WORK STATUS:</u> The contractor shall notify the Roads-Stormwater Engineering Inspector daily of the location of sweeping activity and inform the inspector of the status of the previous day's work effort whether completed or not, by 8:00 a.m. This may be done by email, fax, or in person.
- 2. <u>WORK HOURS:</u> Roadway sweeping may be performed during any hours provided schedules are arranged to afford minimum interference with traffic and are approved by the Roads-Stormwater Program Manager or his designee. Special schedules may be established because of problems with noise or similar discomforts affecting citizens in homes or buildings adjacent to the roadway facility. Special schedules shall be in writing. See "Public Safety and Convenience".
- 3. <u>PUBLIC SAFETY AND CONVENIENCE:</u> In the Contractor's use of streets and highways for the work to be done under these specifications, he shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of services performed, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Roads-Stormwater Program Manager or designee.

No more than one-half (1/2) the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the Roads-Stormwater Program Manager or designee.

- 4. <u>SAFETY:</u> When a mechanical sweeper is used on the roadway, it shall have a "Slow Moving Vehicle" sign mounted on the rear with a Type B high intensity warning light mounted on top of the vehicle. Additionally a sequencing arrow panel in conformance with Section 6D6 of the Manual of Traffic Control or current standard, and Safe Practices will be mounted on the top rear of the vehicle. All sweeping shall be accomplished "with" or in the same direction as the traffic. Sweeping against or opposing the traffic will be permitted only if the lane occupied by the sweeping equipment is completely blocked in accordance with the Manual on Traffic Control.
- 5. <u>DUST CONTROL</u>: The sweeping operation shall not create excessive airborne dust or other particulate as determined by the Roads-Stormwater Program Manager or his designee.
- 6. <u>PARKED VEHICLES:</u> Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.
- 7. **DISPOSAL OF DEBRIS:** Disposal of debris shall be the responsibility of the Contractor and in accordance with all rules and regulations in effect at the time of disposal. Debris may be stockpiled on the right-of-way for a maximum of 5 days for later removal by the Contractor. Contractor will be responsible for restoring the area back to original condition or better. Stockpile location will require prior approval by the Engineering Inspector and pictures taken before use and after restoration by the Contractor. Cost involved with the disposal of debris and any restoration shall be included in the contract unit price. Stockpile locations will require prior approval of the Road Division Inspector. Cost involved with the disposal of debris shall be included in the contract unit price.
- 8. <u>QUALITY:</u> Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Roads-Stormwater Engineering Inspector, regardless of the number of sweeping passes required to achieve the specified quality.
- 9. **PAYMENT:** Payment will be made for miles completed and accepted to the nearest one hundredth of a mile. Monthly Pay Requests are submitted to the Roads-Stormwater Engineering Inspector for review on approval. Final approval is made by the Roads-Stormwater Program Manager. Upon completion of work, final payment request is reviewed, verified and approved. All final documents submitted by the Contractor are reviewed and approved by the Roads-Stormwater Engineering Inspector and forwarded to the Roads-Stormwater Program Manager for final approval.
- **10.** <u>**TYPE OF EQUIPMENT:**</u> Elgin Eagle, Tymco Model 600 or similar vacuum-type air machine(s) and mechanical rotary broom sweeper(s) shall be required to support this Annual Requirement contract.

### Exhibit "B"

PURCHASE ORDER PURCHASING AND CONTRACTS DIVISION SEMINOLE COUNTY GOVERNMENT 1101 EAST 1ST STREET, ROOM 3208 SANFORD, FL 32771-1468 OFFICE (407) 665-7116 FAX (407) 665-7956

> 03/22/05 Page - 1 Order Number

Extended Price

3,900.00

12501 000 (

Order No

00006714

Τv

OŔ

Shipped From:

Branch/Plant: Requestor: i

Ship To:

# SAMPLE PURCHASE ORDER

Delivery: On an as needed basis

Ship prepaid add freight to invoice Division contact for the order is Deana Brown at 407.665.1003

Line Rev Description

1.000 0 Release Order A/B-3006-00/JVP EA

Release Order for uniform shirts and pants in accordance with terms and conditions of A/B-3006-00/JVP -Term Contract for Athletic Wear for a period ending 11/2005. Order to be placed on an as needed basis.

Ordered

UOM

Unit Price

0000

3,900.00 Total Order Purchasing Agent: COHEN, BE

IFB-600451-08/GMG – Term Contract for Roads and Bridges Sweeping Services

### **Consensus Form**

### APPLICANTS NAMES (IN ALPHABETICAL ORDER) :

Central Sweeping Service, Inc. Prosweep Central Florida USA Services of Central Florida, Inc.

REVIEW COMMITTEE MEMBERS: ven O. Vengan mbrail m

**RECOMMENDATION FOR AWARD:** 

DATE:

9-10-08

PROSWEEP CEATABL FLONIDA

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Price Proposal / Past Performance/Compliance with Bid Requirements PRO SWEED BID PRICE FOR ROUTINE SWEERing is LOWEST. 2 P.RO SWEED PERFORMANCE HAS MET COUNTY STANDANDS IN PARVIOUS CONTRACT. 3) PRO SWEEP TEAM FAMILIAN WITH ALL COUNTY MAINTAINEN STAFFT UNDER SWEFFPING MAINTENANCE. VERY MINIMAL COMPLAINTS FROM BES: OFATS HAT WEAF INVESTAGATEN AND FOUND TO BE UNSUBSTANTIATED.

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

PAGE: 1 of 1

Term Contract for Roads and Bridges Sweeping

IFB-600451-08/GMG

**BID NUMBER:** 

**BID TITLE:** 

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

OPENING DATE: September 3, 2008 at 2:00 P.M.

Services

	Response 1	Response 2	Response 3
	Prosweep Central Florida	USA Services of Florida, Inc. P.O. Box 520580	Central Sweeping Service, Inc. 771 Business Park Blvd.
	St. Cloud, FL 34770	Longwood, FL 32750	Winter Garden, FL 34787
	(407) 498-0011 – Phone	(321) 214-1607 – Phone	(407) 654-4656 – Phone
	(407) 498-0012 – Fax Richard Robinson	(407) 339-0241 – Fax Michael Latanza	(407) 654-9288 – Fax Susannah V. Mena
Item 1 – Sweeping Services	\$94,455.00	\$98,775.00	\$103,995.00
ltem 2 – Work Request	\$ 7,500.00	\$ 5,487.50	\$ 4,500.00
Total Amount of Bid	\$101,955.00	\$104,262.50	<u>\$108,495.00</u>
Conflict of Interest Statement	Included	Included	Included
Compliance with Public	Included	Included	Included
Bidder's Certification	Included	Included	Included
Recognized Addendum	Yes	Yes	Yes

Tabulated by: Gloria M. García, Senior Procurement Analyst (Posted 9/3/2008 @ 3:00 PM) Recommendation of Award: TBD

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: 2008 City of Sanford Golden Age Games Agreement

**DEPARTMENT:** <u>Economic Development</u> **DIVISION:** <u>Tourism</u>

AUTHORIZED BY: William McDermott CONTACT: Fran Sullivan EXT: 2906

### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement with the City of Sanford in the amount of \$1,000.00 to sponsor the 2008 City of Sanford Golden Age Games.

County-wide

William McDermott

### BACKGROUND:

The Golden Age Games enters its 34th year in 2008. Seminole County has sponsored this event for a number of years. Recognized as the "Nation's Oldest Senior Games," the event is designed to attract individuals fifty years of age and over from all over the nation, providing an opportunity for participation in many different sports and game events. The entire event takes place over a 7-day period in November.

Estimated direct economic impact is \$543,585. Based on a decrease in hotel rooms generated by the event over the past three years and only twenty hotel rooms projected for the 2008 event, the Tourist Development Council recommends funding in the amount of \$1,000. Tourist tax funds will be used to promote and advertise the event. Funds are available in Tourism Development's FY 08-09 promotional budget.

### STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with the City of Sanford in the amount of \$1,000.00 to sponsor the 2008 City of Sanford Golden Age Games.

### ATTACHMENTS:

- 1. Agreement
- 2. Revised Exhibit B

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

### CITY OF SANFORD GOLDEN AGE GAMES 2008 TOURIST DEVELOPMENT TAX FUNDING AGREEMENT

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and the CITY OF SANFORD, a Florida municipal corporation, whose mailing address is P.O. Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as "CITY".

### WITNESSETH:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the "Local Option Tourist Development Act" in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based Golden Age Games to be held November 8-14, 2008, to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and CITY agree as follows:

**SECTION 1. TERM.** The term of this Agreement is from the date of execution by the parties through September 30, 2009, unless earlier terminated as provided herein.

**SECTION 2. TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for

herein or, at the option of COUNTY, immediately in the event that CITY fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by CITY after CITY has received notice of termination. Upon said termination, CITY shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder.

### SECTION 3. SERVICES.

(a) CITY shall use funds from this Agreement to promote the Golden Age Games (the "Games") in a manner as to encourage out-of-County visitors to attend the Games. Such effort shall be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo with telephone numbers and website address must appear on all promotional material for which reimbursement will be requested.

(c) CITY shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY in advance of publication and/or distribution shall not be eligible for reimbursement.

(d) Promotional packages for the Games sent out by CITY must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to gualify for reimbursement.

(e) CITY shall permit a third party company, designated by the COUNTY, to conduct on-site surveys during the Games to coordinate the survey process. CITY shall cooperate in making the Games accessible in whatever manner necessary for completion of the survey.

(f) After-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30)

days after the Games.

(g) A hotel poll reflecting an accurate accounting of room nights used for the Games shall be conducted by CITY and submitted to COUNTY no later than thirty (30) days after the Games.

(h) CITY shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at the Games. Said website shall be linked to the Seminole County Tourism website (<u>www.visitseminole.com</u>) and such link shall be maintained throughout the duration of this Agreement.

(i) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to CITY by COUNTY pursuant to this Agreement.

### SECTION 4. LIABILITY AND INSURANCE.

(a) **Liability.** COUNTY, its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and negligence of CITY, its officers, employees, and agents in the performance of services provided hereunder and CITY hereby agrees, to the limits allowed by Florida law, to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability of whatsoever type or nature howsoever arising, relating in any way to the acts or omissions of CITY and its officers, members, agents, and employees.

### (b) **Insurance.**

(1) CITY shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (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 CITY, CITY 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 of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CITY 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 this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CITY 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 CITY shall relieve CITY of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

(5) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. (B) In addition, such companies other than those authorized by Section 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.

(C) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, CITY shall, as soon as it 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 CITY has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CITY shall be deemed to be in default of this Agreement.

(6) <u>Specifications</u>. Without limiting any of the other obligations or liability of CITY, CITY 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 this Agreement, the insurance shall become effective prior to the commencement of the Games and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

### (A) <u>Commercial General Liability</u>.

(1) CITY's insurance shall cover CITY 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.

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

### LIMITS

General Aggregate	Three (3) Times the
Personal & Advertising	Each Occurrence Limit
Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(7) <u>Coverage</u>. The insurance provided by CITY 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 CITY.

(8) <u>Occurrence Basis</u>. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

SECTION 5. BILLING AND PAYMENT. COUNTY hereby agrees to provide financial assistance to CITY up to a maximum sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for all services provided hereunder by CITY during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(a) Receipt by COUNTY of the Request for Funds Form, attached hereto and incorporated herein as Exhibit B, from CITY requesting all of the funds for which the CITY is seeking reimbursement. The Request for Funds Form shall be completed properly with attached documentation including original or copies of invoices and copies of canceled checks. Such request by CITY shall only be for services specifically provided for herein necessary to serve Seminole County and as authorized under Section 125.0104, Florida Statutes. Said Request for Funds Form shall be submitted no later than ninety (90) days after the Games. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to CITY under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that CITY is providing the services for which reimbursement is sought and has complied with all provisions of this Agreement including all reporting requirements;

(c) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the Games, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Director Seminole County Tourism Development 1230 Douglas Avenue, Suite 116 Longwood, Florida 32779

Duplicate: Director, Department of Finance Seminole County Services Building 1101 East First Street Sanford, Florida 32771

(e) Reimbursement shall be contingent upon CITY's compliance with the requirements as stated in Exhibit A.

SECTION 6. REPORTING REQUIREMENTS. In the performance of this Agreement, CITY shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. CITY shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY. Each Request for Funds Form shall detail costs incurred as referenced in Exhibit A. Additionally, CITY shall submit a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

SECTION 7. NON-ALLOWABLE COSTS. The purpose for which Tourist Development Tax grant funds are provided to CITY shall not duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A. Nonreimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques, or certificates; private entertainment, lodging, food, and beverages; and wages, salaries, administrative, or travel expenses other than those appearing, if any, in Exhibit A.

SECTION 8. UNAVAILABILITY OF FUNDS. CITY acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to CITY as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by CITY after CITY has received such notice of termination. In the event there are any unused COUNTY funds, CITY shall promptly refund those funds to COUNTY, or otherwise use such funds as COUNTY directs.

SECTION 9. ACCESS TO RECORDS. CITY shall allow COUNTY, its duly authorized agent, and the public access to such of CITY's records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CITY 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 CITY as provided hereinabove.

### SECTION 15. CONFLICT OF INTEREST.

(a) CITY 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) CITY 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 CITY 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, CITY 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.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written. ATTEST: AUCH - DOUGHERTY, City Clerk

CITY OF SANFORD	
	12
By:	Kue
LINDA KUHN, Mayor	

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

5

By:\_\_

BRENDA CAREY, Chairman

Date:\_\_\_\_

County Commissioners of Seminole County, Florida For the use and reliance

Clerk to the Board of

MARYANNE MORSE

of Seminole County only.

Approved as to form and legal sufficiency.

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

County Attorney AEC/lpk 7/25/08 P:\Users\Legal Secretary CSB\Economic Development\Golden Age Games Sanford.doc

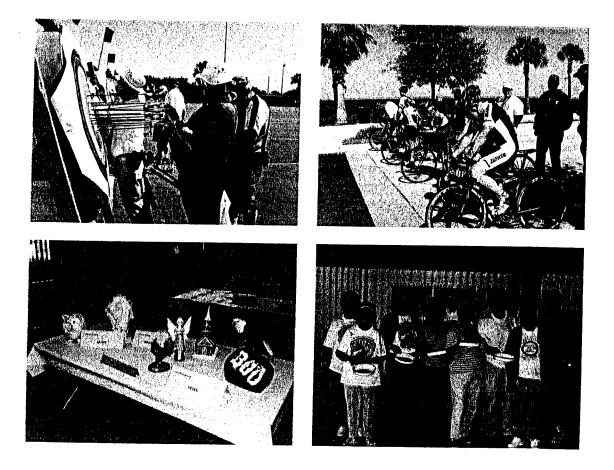
Attachments:

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Exhibit A - Project Description and Expenses Exhibit B - Request For Funds Form Exhibit C - Final Economic Report Form EXHIBIT A

## 34th

Golden Age Games November 8-14,2008 Application for Sponsorship Funds FY-08-09



### <u>APPLICATION</u> <u>TOURIST DEVELOPMENT SPONSORSHIP</u> <u>FY 2007-08</u>

### **I. GENERAL INFORMATION**

To assist us in evaluating the impact your event may have on Seminole County and to better understand what support you are requesting, the following questions must be answered in full.

- (1) NAME OF ORGANIZATION City Of Sanford
- (2) COMPLETE ADDRESS: Sanford Senior Center

STREET 401 E. Seminole Blvd or P.O. Box 1788 (Mailing)

CITYSanford

STATEFL ZIP32771 or 32772

PHONE(407) 302-1010 Maileltonhek@sanfordfl.gov

FAX(407) 302-1090 E-

(3) NAME OF EVENT/PROJECT Golden Age Games

DATE OF EVENTNov. 8-14, 2008 LOCATION OF EVENTVarious Locations

DESCRIPTION OF EVENT Senior Olympics w/ Athletic and Non-Athletic Events

- (3) CONTACT PERSONKim Eltonhead
- (4) ORGANIZATION'S CHIEF OFFICIAL Kristi Aday

TITLEActing City Manager

ADDRESS (IF DIFFERENT FROM ABOVE)

STREET 300 N. Park Ave

CITYSanford

STATEFL ZIP32771

PHONE (407) 688-5001 Maildayk@sanfordfl.gov

FAX(407)330-5616

E-

- (6) AMOUNT REQUESTED \$5,000
- (7) INTENDED USE OF FUNDS:

Bid Guarantee

Promotion/Marketing X

### (8) A DETAILED, ITEMIZED MARKETING PLAN IS REQUIRED. INCLUDE COSTS AND CIRCULATION/DISTRIBUTION. USE THE SPACE PROVIDED BELOW OR YOU MAY USE A SEPARATE SHEET IF YOU PREFER.

## MARKETING PLAN FOR TOURISM FUNDS

## BROCHURE/FLYER:See Attached

### MAGAZINE:N/A

**NEWSPAPER:See Attached** 

**RADIO/TV:See Attached** 

**INTERNET: See Attached** 

### **OTHER MEDIA:N/A**

Marketing Plan for Tourism Funds

BROCHLIRE/FLYER.		
Flyer mailed to senior ctrs is Seminole, Orange and Volusia Ctv		
(cost of printing and postage)		
		\$ 30.00
Poster displayed in Seminole County		420.00
MAGAZINE		00.07 •
l aka Man'i ita Macarina Anamiti. Ani		
Cominole Macacine Continunity Calendar	No Charge	
	No Charge	
Ularido Weekly Community Calendar	No Charge	
50+ Survival Guide Bi-MonthlySenior Magazine		
NEWSPAPEK:		
See separate breakdown		
RADIO/TV:		
SGTV (Seminole County Government Television)	No Charge	
Cumulus Broadcasting of		
INTERNET:		
We send the information to on-line businesses		
with community calendars. Since these are free		
calendars we cannot guarantee the information will be posted.		
106.7XL	No Charpe	
City of Sanford	No Charpe	
Ft Lauderdale Sun Sentinel	No Charge	
K92 FM	No Charge	
Majic 107.7 FM	No Charge	
Newcitiesonline.com	No Charge	
News Channel 13	No Charge	
Northwest Florida Daily News	No Charge	
Orlando Sentinel	No Charge	
Orlando Weekly Online	No Charge	
Sanford Herald	No Charge	
Seminole County Visitors Bureau	No Charge	
Seminole Magazine Online	No Charge	
St Augustine Record	No Charge	

Marketing Plan for Tourism Funds

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INTERNET:         INTERNET: <t< th=""><th></th><th></th><th></th><th></th><th></th></t<>					
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		24,000 Week		Marion Cty-The Villages	365.00
	Estimated Cost				
					5,375.00
0	Out of County Advertising				
	In County Advertising				5,225.00
			]		150.00

### II. DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. Use a separate sheet to complete these questions in detail.

- (1) What are your organization's goals and objectives?
- (2) What services does your organization provide?
- (3) How will your organization monitor expenditure of funds?
- (4) How will your event bring additional visitors and hotel room nights to Seminole County?
- (5) What is your organization's experience in managing sponsorships and grants?

## Provide three (3) years of this event's history, if applicable.

Previous Event:Golden Age Games 2007DateNov 3-7, 2007LocationVarious SitesContact Name/Phone:Kim Eltonhead (407) 302-1010# Out-of-State Participants10Room Nights 20

Economic Impact 668,834.

Previous Event:Golden Age Games 2006 DateNov 4-10 LocationVarious Sites Contact Name/Phone:Kim Eltonhead (407) 302-1010 # Out-of-State Participants 40 Room Nights 72

Economic Impact 865,578

Previous Event:Golden Age Games 2005DateNov 6-12LocationVarious SitesContact Name/Phone:Kim Eltonhead (407) 302-1010# Out-of-State Participants 50Room Nights 100

Economic Impact 604,100

## II. Details on your organization

## (1) What are your organization's goals and objectives?

The Golden Age Games (GAG) is an undertaking of the City of Sanford. We are faced with the challenge of providing a friendly, competitive atmosphere for athletes to compete in. This year the Golden Age Games will be entering their 34th year. Even though we are recognized as being the "Nation's Oldest Senior Games", we continually strive to improve the quality of our games.

Expansion of tourism in Sanford and Seminole County is one of the primary goals of the organizing committee of the Golden Age Games. The Golden Age Games are designed to attract visitors from all over the nation. Our goals and objectives of the games include:

- 1. Increasing participation on both a local, state and national level.
- 2. Continue to provide a wholesome, enjoyable atmosphere for athletes to compete and socialize in.
- 3. To increase and make aware of the benefits of physical activity.

## (2) What services does you organization provide?

The Golden Age Games are for individuals fifty (50) years of age and older. The City of Sanford will organize and administer the Golden Age Games. The games provide seniors a change to participate in many different sporting and game events. Our seniors are able to participate both competitively and recreationally-allowing everyone to enjoy their events. In addition to the athletic events, the games also provide social and leisure activities. We host a mid-week banquet and talent show.

## (3) How will your organization monitor expenditures of funds?

The Golden Age Games and all funds and budgetary accounting are directed and controlled by the City of Sanford Leisure Services, which is audited annually.

## (4) How will your event bring additional visitors and hotel room nights to Seminole County?

Since the Golden Age Games offer a variety of many individual events, it encourages both participants and spectators to stay in Seminole County for several days. The entire event takes place over a six-day period in November. From our data, we have determined that most participants enter three events and therefore, may need to stay in the area for multiple days. In addition to that, some events are themselves multiple day events (i.e.: Tennis) so those participating will need to be here for a few days. We have estimated out of state participants of thirty and out of county participants at approximately seven hundred, some of whom will stay an average of two nights in local hotels.

## (5) What is your organization's experience in managing sponsorships and grants?

The City of Sanford has been the recipient of sponsorships and grants for many years. The Golden Age Games have always relied heavily on such financial support and the management of all donations, sponsorships, and/or grants are of utmost concern. Our largest sponsorship is Central Florida Regional Hospital, although each year we have from 4-15 different sponsors for the games. Asides from the Golden Age Games, the City of Sanford has been involved with various sponsorships for other events.

## III. EVENT INFORMATION (Use additional sheets where necessary.)

- (1) NAME OF EVENT: Golden Age Games
- (2) NUMBER OF DAYS:7 DATE: November 8-14, 2008
- (3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION) NAME: N/A

ADDRESS: N/A

PHONE:N/A

- (4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY?The Golden Age Games reflect the City of Sanford and Seminole County's belief that seniors are a vital part of the community and this commitment demonstrates to other communities how important seniors are to all of us.
- (5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS? Not at the present time.
- (6) PROJECTED NUMBER OF: LOCAL PARTICIPANTS300 LOCAL GUESTS 150 OUT-OF TOWN PARTICIPANTS 750 OUT-OF-TOWN GUESTS350 OUT-OF-TOWN MEDIA0
- (7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: 20
- (8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT.543,585.

PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM. (A COPY OF THIS FORM IN EXCEL FORMAT IS AVAILABLE ON <u>www.visitseminole.com</u>) Seminole County - Economic Impact

I

		Quantity	Muttinliar	E		
How much will event organizers spend locally?					Ĭ	IOTALS
How many adult out-of state participant days expected?	led?	) (;				
How many adult out-of state spectator days expected		05		7	\$	29,190.00
How many nit-of state modio/		15	\$ 139.00	7	6	14 595 00
i tow many out of state internal professional days expected?	ected?	0	S 130.00		6	00.0001
How many youth out-of state participant days are expected?	<pre>cpected?</pre>	- -			9	ı
How many youth out-of state spectator days are expected?	bected?	) c			\$	•
How many in state partipant/spectator/media/ professionals expected?	ssionals experted?	- 1050			\$	ı
What is the expected event-site snending			\$ 68.00	7	\$	499,800.00
What other expenditures if one and all is the		1				
TOTAL STORE CAPCILICITIES, IL SITY, SIE ANTICIPATED?						
<b>IUIAL DIRECT IMPACT =</b>						
					\$	543,585.00
		Direct Image	:			
Total output economic impact			UNder	Multiplier		
Total aaminee impool.		\$ 543,585.00		1.5	\$	815 377 50
		\$ 543,585.00		0.57		200 842 45
I otal employment impact:		\$ 543,585.00	1.000.000	37	Ð	11 00
			2 2 2 6	77		06.11
			Non-Taxable			
CTATE CATES TAX CHIMAN AND AT AT A		Direct Impact	Sales	Sales Tax Rate		
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		Ì		8.5	9	01.010,26
				Florida DOR		
			State Sales Tax	Dishirsement		
			Generated	Multiolice		
STATE SALES TAX REIMBURSED TO COUNTY.	۷.					
			<b>3</b> 2,615.10	0.09653	S	3,148.34
			Non-Taxable	Ontion Salee		
		Direct Impact	Salae	Tou Date		
COUNTY LOCAL OPTION SALES TAX-				I dX Male		
		\$ 543,585.00	•	0.01	S	5,435.85
	Estimated Rooms	Estimated	Approximate Hotel	Average Room		
	Per Night To Be Secured	Nights In Town	Rooms Secured	Rate Per Night		
<b>IOTAL HOTEL IMPACT:</b>	20	ć	UV		6	
		ž	2	00.544	0	3,720.00
		Total Hotel				
		Impact		Resort Tax Rate		
<b>COUNTY RESORT TAX RECOUPED:</b>		\$ 3720.00			ļ	I
				0.03	6	111.60
<b>101AL RESORT TAX &amp; STATE SALES TAX RECOUPED BY COUNTY:</b>	SCOUPED BY COUNTY					0,05
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:	COUPED BY THE COU	NTV:			9 6	8,095.79
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY.	COUPED BY THE CITY				0	1
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAIN BY THE CONTRACT	VENT PAID PV TUP C	,			5	,
BID FEES AND COSTS ASSOCIATED TO THE EVENT DATE BY THE COUN	VENT PARD BI THE C	:XINDO			S	
APPROXIMATE REVENTE RECOTTED TO THE EVENT FALL BY THE CITY:	COLUMN STALL BY THE C	11.			S	•
The second second second by the second by the	E COUNTY ON THE EV	ENT:			S	8.695.70

## IV. SPORTING EVENT (If Applicable)

- (1) NAME OF SPORT/EVENTGolden Age Games
- (2) LOCATION OF EVENT: Various SitesHave Facility(s) been secured?Yes Facility(s) cost: Donated
- (3) TOTAL NUMBER OF FIELDS NEEDED: One
- (4) TOTAL NUMBER OF FIELDS NEEDED PER DAY: One Field-One Day
- (5) NUMBER OF LIGHTED FIELDS REQUIRED: None
- (6) PROVIDE FIELD USE TIMES BY DAY: Saturday November 9, 2008
- (7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY): None at this time
- (8) SPECIAL SITE REQUIREMENTS: None at This Time

## V. CULTURAL/CIVIC EVENT

SITE REQUIREMENTS: See attached schedule of events

# TOTAL EVENT BUDGET

Please complete the following budget summaries:

PROJECTED EXPENSES							
	IN-KIND	CASH					
Travel							
Housing							
Food		1500					
Sanction Fees							
Site Fees							
Rights/Guarantees Fees							
Officials							
Awards		150.					
Equipment		200.					
Rentals		650.					
Insurance							
Security							
Labor							
Marketing/Promotions		5000.					
Administrative Costs							
Other Expenses							
Medals							
T-Shirts		3000.					
Printing and Postage		1500.					
Mid-Week Banquet		1000.					
Total In-Kind Expense							
Total C	Cash Expense	13000					
тот	AL EXPENSE						

PROJECTED INCOME							
	IN-KIND	CASH					
Admissions		6500.					
Contributions**		500					
Grants							
Sponsorships**	1000.						
Sales							
Room Rebates							
Tourism Funds							
Other Income							
Total In-Kind Income	1000.						
Tota	al Cash Income	7000					
T	8000						

\*\* Please provide a summary of current sponsors/contributors including the amount of their cash and/or in-kind contribution.

Please Note: If a grant is awarded, payment/reimbursement occurs after the event by submitting invoices totaling the amount granted.

Attachments: Exhibit "B" Sample Questionnaire Event Checklist

# CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2007-08. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments are accurate and complete.

4 Uda Chief Corporate Officer 6/14/08

Date

Seal

Corporation Secretary

<u>6-16-08</u> Date



# 34<sup>th</sup> Annual Golden Age Games Schedule of Events 2008 (Tentative Schedule)

ACTIVITY	TIME	LOCATION	SPONSOR		
	SATURDAY				
Breakfast	7AM	Sanford Civic Center	Over 50 Club		
Track & Field*	9AM	Seminole High School	Kiwanis Club		
Archery	9AM	Historic Sanford Stadium	City of Sanford		
Horseshoes	10AM	Sanford Senior Center	City of Sanford		
	SUNDAY N	IOVEMBER 9, 2008			
Breakfast	7AM	Sanford Civic Center	Over 50 Club		
5k Road Race Check-in & Race	6:30-7:30 AM	Site to be determined	City of Sanford		
5K Cycling	10AM	Site to be determined	City of Sanford		
10K Cycling	Cycling To follow 5k Site to be determined		City of Sanford		
	MONDAY NO	VEMBER 10, 2008			
Breakfast	7AM	Sanford Civic Center	Over 50 Club		
Hobby-Craft Photo Show	8AM-4PM (exhibitors only)	Sanford Senior Center	Sanford Senior Center		
Golf-Calloway	9AM	Mayfair Country Club	Mayfair Country Club		
Golf-Scratch	10AM	Mayfair Country Club	Mayfair Country Club		
Tennis*	9AM & 11:30AM	Lake Mary Tennis Ctr	City of Sanford, City of		
		& Sylvan Lake Tennis Ctr	Lake Mary & Sem. Cty		
Bowling-Singles	9:30AM	Airport Lanes	Airport Lanes		
Bowling-Singles	12:30PM	Airport Lanes	Airport Lanes		
Billiards- Men's 8 Ball	10AM	Sanford Senior Center	City of Sanford		
	TUESDAY N	OVEMBER 11, 2008	······································		
Breakfast	7AM	Sanford Civic Center	Over 50 Club		
lobby-Craft Photo Show	NOON-4PM (Open to public)	Sanford Senior Center	City of Sanford		
Basketball Shooting	9AM	Salvation Army Gym	Rotary Breakfast Club		
Billiards-Men's 9 Ball	10AM	Sanford Senior Center	City of Sanford		
Tennis*	9AM & 11:30AM	Lake Mary Tennis Ctr	City of Sanford, City of		
		& Sylvan Lake Tennis Ctr	Lake Mary & Sem. Cty		
Bowling-Doubles (Men & Women)	9:30AM	Airport Lanes	Airport Lanes		
lowling Mixed Doubles	12:30PM	Airport Lanes	Airport Lanes		
·	WEDNESDAY	NOVEMBER 12, 2008			
reakfast	7AM	Sanford Civic Center	Over 50 Club		
occe	10AM	Westmonte Park	City of Altamonte		
ennis*	9AM & 11:30AM	Lake Mary Tennis Ctr	City of Sanford, City of		
• · ·		& Sylvan Lake Tennis Ctr	Lake Mary & Sem. Cty		

Golf-Long Drive	9AM-1PM	Mayfair Country Club	Mayfair Country Club
Hobby-Craft Photo Show	9AM-4PM	Sanford Senior Center	Sanford Senior Center
	(Open to public)		
Pancake Race	11AM	Sanford Civic Center	City of Sanford
Big Band Dance	2PM	Sanford Civic Center	Over 50 Club
	WEDNESDAY	<b>NOVEMBER 12, 2008</b>	
Mid-Week Banquet**	5:30PM	Sanford Civic Center	Over 50 Club
Talent Show***	7PM	Sanford Civic Center	City of Sanford
	THURSDAY	NOVEMBER 13, 2008	
Breakfast	7AM	Sanford Civic Center	Over 50 Club
Table Tennis	8:30AM	Salvation Army Gym	Seminole Sunrise Kiwanis
Tennis*(if needed)	9AM & 11:30AM	Lake Mary Tennis Ctr & Sylvan Lake Tennis Ctr	City of Sanford, City of Lake Mary & Sem. Cty
Hobby-Craft Photo Show	8AM-4PM (Pick up exhibits)	Sanford Senior Center	Sanford Senior Center
Swimming	9:30AM	Larry Dale Aquatic Center	City of Sanford
Bench Press	2PM	City Hall	Sanford Leisure Service
	FRIDAY NO	VEMBER 14, 2008	
Tennis*(if needed)	9AM & 11:30AM	Lake Mary Tennis Ctr & Sylvan Lake Tennis Ctr	City of Sanford, City of Lake Mary & Sem. Cty
Воссе	10AM-2PM	Eastmonte Center	City of AltamonteSprings
			·
	······································		· · · · · · · · · · · · · · · · · · ·

## \* Must Pre-register

\*\* Tickets must be purchased in ADVANCE from the Sanford Senior Center or an Over 50 Club Member









### EXHIBIT "B" REQUEST FOR FUNDS

### SEMINOLE COUNTY TOURISM DEVELOPMENT 1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME				
ORGANIZATION				
STREET ADDRESS				
CITY				
NAME OF CONTACT	<u> </u>	_CONTA	CT TELEPHON	1E
CONTACT E-MAIL				
EVENT DATE FROM	TO			_
REQUEST #				
() INTERIM REPORT	() FINAL RE	EPORT		
TOTAL CONTRACT AMOUNT	\$20,000			
<b>EXPENSE</b>	BUDGET		REIMBURSE	MENT REQUESTED
TOTALS	<u></u>			
(For Final Report only) Please complete the following:				
#of Hotels used	40497434			
#of Hotel room nights_				_
#of out-of-town particip	oants			
#of out-of-town fans				-
#of out-of-town media_				
Total direct economic in	npact \$			

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE\_\_\_\_\_

,

Т

How much will event organizers spend locally?	Audrilly	Multiplier	Event days	TOTALS
How many adult out of state narticinant doub accounted				
How more office of the second s		\$ 152.00		•
rive many aguit out-of state spectator days expected?		S 152.00	1	
How many out-of state media/professional days expected?	1		1	• •
How many youth out-of state participant days are expected?			1	•
How many youth out-of state spectator days are expected?	1			•
How many in state nartinant/enertator/modia/	1		1	، ج
Mhat is the evented most site and a set of the set of t		\$ 68.00		•
What other expenditures, if any, are anticipated?	I			
TOTAL DIRECT IMPACT =				e
				•
Total output economic impact:	Ulrect Impact	Divider	Multiplier	
Total cominant evoluting nilpact.	، ج		1.5	- \$
	۔ ج		0.57	s
I otal employment impact:	' \$	1.000.000	22	
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
DIALE SALES TAX GENERATED:	، ج		0.06	÷,
				+
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	
STATE SALES TAX KELMBURSED TO COUNTY:		ج	0.09653	y.
		11		• •
		Non-Taxable	<b>Option Sales</b>	
COTINTY LOCAL ORFION SALES TAY	Direct Impact	Sales	Tax Rate	
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Per Night To Be Secured Nights In Train	Nichts In Town	Boome Cacilred	Deta Des Nisht	
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				•
	Total Hotel			
	Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	•		0.03	y.
				- -
TOTAL RESURT IAA & STATE SALES TAX RECOUPED BY COUNTY:	Y:			•
KENTAL COSIS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:	JUNTY:			
<b>RENTAL COSTS OF FACILITIES OWNED &amp; RECOUPED BY THE CITY:</b>	IY:			
<b>BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY</b>	COUNTY:			9 6
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:	CITV:			•
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT.	VFNT.			•
				•

### EXHIBIT "B" **REQUEST FOR FUNDS**

### SEMINOLE COUNTY TOURISM DEVELOPMENT 1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME				
ORGANIZATION				
STREET ADDRESS				
CITY		_STATE		ZIP
NAME OF CONTACT		_CONTA	CT TELEPHO	NE
CONTACT E-MAIL		.,		
EVENT DATE FROM	ТО			_
REQUEST #				
() INTERIM REPORT	() FINAL RE	PORT		
TOTAL CONTRACT AMOUNT	\$			
EXPENSE	<b>BUDGET</b>		REIMBURSE	MENT REQUESTED
	<u> </u>			
	<u> </u>			
TOTALS				
(For Final Report only) Please complete the following:				
#of Hotels used				
#of Hotel room nights_				
#of out-of-town particip				
#of out-of-town fans				
#of out-of-town media_				• 
Total direct economic in				

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE\_\_\_\_\_\_TITLE\_\_\_\_\_

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Mosquito Control Program - Grant Agreement

**DEPARTMENT:** Fiscal Services

**DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa SpriggsCONTACT: Jennifer BeroEXT: 7125

### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Agriculture and Consumer Services in acceptance of \$35,000.00 to support the Mosquito Control Program.

County-wide

Jennifer Bero, Edward Horvath

## BACKGROUND:

The Florida Division of Agricultural Environmental Service offers grant funding for approved county based Mosquito Control Programs in efforts to assist with the establishment and continuation of these programs. Seminole County has diligently pursued designation as a state-approved Mosquito Control Program and is now eligible to receive the funds.

The allocation to Seminole County for FY 08/09 is \$35,000 (the agreement specifies a "not to exceed" amount of \$39,000; however, the approved allocation to Seminole is \$35,000). For the funds to be received, the Board must approve and authorize the Chairman to execute an agreement. In anticipation of the award, the applicable revenue and expenditures were included in the budget calculations for FY 08/09.

## **STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a grant agreement with the Florida Department of Agriculture and Consumer Services in acceptance of \$35,000.00 to support the Mosquito Control Program.

## ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

Budget Review (Lisa Spriggs)

County Attorney Review ( Arnold Schneider, Susan Dietrich )



Florida Department of Agriculture and Consumer Service DACS CONTRACT # CHARLES H. BRONSON, Commissioner The Capitol • Tallahassee, FL 32399-0800 0 4 6

This AGREEMENT, made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_2008 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department and the Seminole County, acting for and on the behalf of the Seminole County Mosquito Control, the Contractor. the Seminole County Beard of County Commissioners, the Contractor and Recipient.

CONTRACT PERIOD: October 1, 2008 through September 30, 2009

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The Contractor agrees to comply with the following statutory language of Chapter 388, F.S. and Administrative Code 5E-13.

An operational work plan on DACS form 13666 entitled "Operational Work Plan Narrative", a signed acknowledement of notification of being subject to Section 215.97, F.S. and a detailed work plan on DACS form 13623 entitled "Detailed Work Plan Budget" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2008.

Following approval of the work plan and detailed work plan budget by the Department, <u>two notarized(certified)</u> copies of the county's or district's certified budget on form DACS form13617, entitled "Annual Certified Budget for Mosquito Control" shall be submitted to the Department <u>not later than September 15, 2008.</u> If any changes are made (i.e. local cash carry forward, etc.) to the Annual Certified Budget for Mosquito Control after October 1st, a budget amendment on DACS form 13613 entitled "Arthropod Control Budget Amendment" must be submitted to the Department <u>not later than October 30, 2008. NO EXCEPTIONS WILL BE MADE.</u>

Budget amendments on **DACS form 13613**, entitled "Arthropod Control Budget Amendment," and hereby incorporated by reference shall be prepared and submitted to the Department <u>prior</u> to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by accompanying requests for approval of changes to be made in the detailed budget. Department approval of the amendment(s) must be received <u>before</u> such expenditures are made.

Not later than thirty(30) days after the end of each month (i.e. October reports are due by December 1st), each district or county shall submit a monthly financial report to the Department on DACS Form 13663, entitled "Mosquito Control Monthly Report" for Local Funds and DACS Form 13650 entitled "Mosquito Control Monthly Report" for State Funds, hereby incorporated by reference. A district or county shall submit two(2) copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by program director or person responsible for administration of the program and funds. Any county or district withdrawing from participation in state matching funds under Chapter 388, F.S., shall continue to submit financial reports as required in 5E-13.029(3) until funds received under this program are exhausted.

A district or county shall submit monthly chemical reports of accomplishments and an inventory of chemicals, on prescribed forms DACS Form 13664 entitled "Mosquito Control Chemical Inventory Report" and DACS Form 13652 entitled "Mosquito Control Monthly Activity Report" for pesticide activity, hereby incorporated by reference, to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st). If there is <u>no</u> activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st). If there is <u>no</u> activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st) stating "NO ACTIVITY".

State funds received shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 659.24 F.S.

All purchases of supplies, materials and equipment by counties or districts shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to counties and districts here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and the county or district. The plan and budget may be amended at any time upon *prior approval* of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of the county or district's fiscal year, and re-budgeted for such control measures the following fiscal year. No State funds can be placed in a reserve account.

All equipment purchased under this chapter with state funds made available directly to the county or district shall become the property of the county or district unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by the district shall be maintained in accordance with s. 274.02 on the operational work plan on DACS form 13666 entitled "Operational Work Plan Narrative".

Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions: Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in s. 274.05.

The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

All counties and districts carrying out programs for the control of mosquitoes involving the expenditure of state funds shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same. State funds, supplies, and services shall be made available to such county or district by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to the district or counties in the last three(3) quarters of the current fiscal year. Districts or counties shall be notified of the amount of payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying a county or district and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod-borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General. Two(2) notarized(certified) copies of the Notification of Section 215.97, F.S. Memo shall be returned to the Department not later than July 15, 2008. This Agreement for current fiscal year shall be executed and returned to the Department not later than October 1, 2008.

# Failure to comply with chapter 388, F.S., Administrative Code 5E-13 and this Agreement can result in loss or termination of funds and/or state approval certification.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department shall be controlling.

All contracts entered into by the Department or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The six digit Department of Management Services' class/ 916-330 group code commodity catalog control number is:

The Department will pay the Contractor in arrears as follows:

# Shall be paid in four (4) equal payments on three month intervals not to exceed \$39,000 upon receipt of mandated reports are submitted to the Department by the statutorial deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted in triplicate to Department of Agriculture and Consumer Services, in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for

hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-2020 or Purchasing Office at (850) 488-7552.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-7269 or by calling the Department of Financial Services' Hotline, 1-850-410-9724.

The Department may make partial payments to the Contractor upon partial delivery of services when a request for such partial payment is made by the Contractor and approved by the Department.

This contract may be cancelled by either party by giving not less than 30 days prior written notice to the cancellation.

The Department may terminate this contract at any time in the event of the default or failure of the Contractor to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Contractor the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department. Renewal costs may not be charged by the Contractor.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through K are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a contractor subject to the Florida Single Audit Act.

A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.

C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources).

F. Each state awarding agency shall:

- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
- (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

 (a) The Department of Agriculture and Consumer Services Division of Administration
 509 Mayo Building
 407 South Calhoun Street
 Tallahassee, Florida 32399-0800

- (b) The Auditor General's Office at the following address: State of Florida Auditor General Room 574, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32302-1450
- (c) The Department of Agriculture and Consumer Services Bureau of Entomology and Pest Control, Mosquito Control Program 1203 Governors Square Blvd, Suite 300 Magnolia Center I Tallahassee, Florida 32301

G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor. General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).

J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.

K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

The following provisions of A through H are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.

B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

 (a) The Department of Agriculture and Consumer Services Division of Administration
 509 Mayo Building
 407 South Calhoun Street
 Tallahassee, Florida 32399-0800

(b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

(c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:

The Department of Agriculture and Consumer Services 509 Mayo Building 407 South Calhoun Street Tallahassee, Florida 32399-0800

F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

DACS-01085 Rev. 11/07 G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 487-1471 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33727, telephone number (813) 572-1987.

The Contractor is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Contractor is informed that the Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

The Contractor shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The Contractor is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

The Contract Manager for the Department is <u>Angela Weeks-Samanie</u> and is located at <u>Bureau of Entomology and</u> <u>Pest Control, Mosquito Control Program, 1203 Governors Square Blvd, Suite 300, Magnolia Center I, Tallahassee,</u> <u>Florida 32303</u>.

The Contract Manager for the Contractor is <u>Seminole County</u> for <u>Seminole County Mosquito Control</u> and is located at 177 Bush Loop, Sanford, Florida 32773-6715 acting for and on behalf of the <u>Seminole County</u>. The Contract Manager for the Contractor is <u>Edward Horvath</u> and is located at the <u>Seminole County Board of County</u> <u>Commissioners</u>, 1101 East First Street, Sanford, FL 32771.

Signed by parties to this agreement:

Department OF AGRICULTURE AND CONSUMER SERVICES CONTRACTOR: Seminole County Board of County Commissioners

Signature Signature Chairman Title . Fitle Date Date

County of \_\_\_\_\_Seminole

I, \_\_\_\_\_\_, a Notary Public, certify the signature of the Contracto

Notary Public

My Commission Expires:

ATTEST:

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

Approved as to form and legality

County Attorney

Page 9 of 10

# EXHIBIT - 1

### FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

#### Federal Program:

List applicable compliance requirements as follows:

- 1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
- 2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).

3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

### STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

### MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

<u>NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below</u> for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Awarding Agency: FL Department of Agriculture and Consumer Services

Title: MOSQUITO CONTROL (Arthropod Control / Mosquito Control State Aid)

Project Amount: Not to exceed \$39,000

### CSFA#: 42003

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Charles H.Bronson COMMISSIONER		Bureau of Entor									
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23 Life and Health Insurance			32,567.00	32,567.00	0.00			<u> </u>			
24 Worker's Compensation			29,458.00	29,458.00	0.00				1		
25 Unemployment Compensation					0.00					1	
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31 Personal Services											
31,1 Tax Assessor (Property Appraiser) Fees			0.00	0.00	0.00		1				
31.2 Tax Collector Fees			0.00	0,00	0.00						
31,3 Legal and Engineering Services	· · ·	1	0.00	0.00	0.00						
31.4 Medical Services			0.00	0.00	0.00						
32 Accounting Auditing			0.00	0.00	0.00						
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43	Utility Services		0.00	0.00	0.00							
44	Rentals and Leases		0.00	0.00	0.00			<u> </u>				
45	Insurance		0.00	0.00	0.00			1		······		
46	Repair and Maintenance Services											
46.1	Maintenance of Buildings and Grounds		0.00	0.80	0.00	1	1		T	· · · · · · · · · · · · · · · · · · ·		
46.2	Maintenance of Automotive Equipment		0.00	0.00	0.00							
46.3	Maintenance of Office Equipment		0.00	0,00	0.00							
46.4	Maintenance of Other Equipment		7,350.00	7,350.00	0.00			1				
	Materials for Minor Structural				·		1	·				
46.5	Improvements and Maintenance of Materials for Constructions and	_	0.00	0.00	0.00				1			
46.6	Maintenance of Equipment		0.00	0.00	0.00			T ·				
	Printing and Binding		2,000.00		0.00							
48	Promotional Activities		0.00	2,000.00	0.00					· · · · · · · · · · · · · · · · · · ·		
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49 (	Other Current Charges and Obligations		:									
	Public Education / School Programs		:									
49.1	Independ Oblighter of the		6,000.00		0.00							
	Internal Obligations (IT)		851.00	851,00								
	Advertising		1,000.00	1,000.00	0.00			<u> </u>				
	and Materials									1		
	Office Supplies / Materials		2,000.00	2,000.00								
	perating Supplies		· ·		-		14					
	Chemicals (Adulticide) Permethrin		34,500.06		7,000.00							
	Chemicals (Larvicide) Bti/Bs.		20,500.00		0.00			L				
	Chemicals (Larvicide) Methoprene		28,789.00		0.00							
	Chemicals (Larvicide) Surfactanta		34,000.00		18,500.00							
	Chemicals (Larvicids)		0.00	0.00	0.00			- · ·				
52.2 Subtotals	Additives		7,049.00	7,049.00	0.00				<u> </u>			
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DACS Form 13623 (rev. 5/03)

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					gy and Pest Co						T USE ONLY
Charles H.Bronson		DETAIL	ED WORK	PLAN BUC	GET - ART	IROPOD C	ONTROL				
COMMISSIONER											
Recommend For Approval:		EAR BEGINNII			BER 1, 2008			Prepared B	r: Edward He	orvath	
DATE: 7 208 1/	ENDING:		SEF	TEMBER 30,	2009			DATE: May 19, 2008			
Approved By: Jana (1)								Approved:	TAIM	a Cone	1.
Bureau of Entomology and Pest Control	COUNTY or D	ISTRICT: Ser	ninole Count	y Masquito C	ontrol			Cha	liman. Board	i of County C	6 missioner
DATE:7-7-08				Chapter 388.				DATE:	22410	X Z	omissionen
Page 3 of a	an a		Sec. 2	DIBE PAID FF	NOM	No. of the second	267AC 23	PROGRAM			ASS - COMPANY
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52.2 Solvents				0.00	0.00	0.00	1		· · · · · · · · · · · · · · · · · · ·		
52.3 Clothing and Wearing Ap	parel			1,115,00	\$ 1,115.00	0.00	<u>+</u>				
52.4 Miscelfaneous Supplies a	and incidentals			14,130.00	\$ 14,130.00	0.00				• · · · · · · · · · · · · · · · · · · ·	+
52.5 Tools and Small Impleme	ints			10,020.00	\$ 10,020,00	0.00			<u>-</u>		·
Operating Equipment <49	999			14.950.00	\$ 14,950.00	0.00		-			·{ ···
54 Books, Pubs, Subscriptio	ons,			1.000.00	1,000,00	0.00	<u>├</u> ──-				+
54 Memberships - FMCA			*	1.000.00	1,000,00	0.00			<u> </u>		
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60 Capital Outlay					·				·		
61 Land				0,00				1		T	1
62 Building											
63 Improvements other than										1	
64 Machinery and Equipmen	t			23,000.00	11,500.00	11,500.00					
71 Principal				0.00	0.00	0,00	0.00				
72 Interest			·	0.00	0.00	0.00	0.00	1		1.	1
89 Contingency (Current Yes	ir)			0.00	0.00	0.00	0.00				1
90 Salary Adjustment (900)				10,054.00	10,054.00						
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Total Expenditure Budget and Changes				802,167.00	767,167.00	35,000.00	0.00	0.00			1
0.001 Reserves - Future Capital				0.00	0.00		0.00			1	
0.002 Reserves - Self-Insurance				0.00	0.00		. 0.00				
Reserves - Cash Balance 0.003 over				0.00	0.00		0.00				
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DACS Form 13623 (rev. 5/03)

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Emergency Management Performance Grant Program - Supplemental Award Agreement

DEPARTMENT: Fiscal Services	DIVISION: Administration -	Fiscal Services
AUTHORIZED BY: Lisa Spriggs	CONTACT: Jennifer Bero	<b>EXT:</b> <u>7125</u>

### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement with the Florida Division of Emergency Management in acceptance of \$24,016.00 in supplemental funds through their Emergency Management Performance Grant Program.

County-wide

Jennifer Bero, Alan Harris

### BACKGROUND:

The Florida Division of Emergency Management (FDEM) awards federal funds to local agencies on an annual basis under the Emergency Management Performance Grant Program (EMPG). These funds are purposed to:

- Promote public education on disaster preparedness and recovery issues;
- Enhance coordination of relief efforts of statewide private-public agency partnership efforts;
- Improve the training and operations capabilities as it relates to the Florida Comprehensive Emergency Management Plan; and,
- Further state and local emergency management objectives.

The FDEM has received additional federal funds for supplemental awards to local government agencies. Seminole County's allocation totals \$24,016.00. For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement. Funds will be used for the purposes detailed above.

A Budget Amendment Request to allocate the supplemental grant award is presented in the Budget Division consent section for Board consideration.

### STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with the Florida Division of Emergency Management in acceptance of \$24,016.00 in supplemental funds through their Emergency Management Performance Grant Program.

# **ATTACHMENTS:**

1. Agreement

Additionally Reviewed By:

Budget Review (Lisa Spriggs)

County Attorney Review ( Arnold Schneider )

Contract Number: 09-BG-20-06-69-01-\_\_\_\_

CSFA: 97.042

### FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work, Attachment A and Budget, Attachment B of this Agreement.

### (2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment C.

### (3) PERIOD OF AGREEMENT.

This Agreement shall begin on August 1, 2008, and shall end July 31, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

### (4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

#### (5) <u>RECORDKEEPING</u>

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational

Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment A, the Budget – Attachment B, and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards, including Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB
 Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d),
 OMB Circular A-133, as revised, by or on behalf of the Recipient to:
 The Division at each of the following addresses:

Department of Community Affairs Office of Audit Services 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 [also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management (program office) 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10<sup>th</sup> Street Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

> Department of Community Affairs Office of Audit Services 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 [also send an electronic copy to aurilla.parrish@dca.state.fl.us]

> > and

Division of Emergency Management (program office) 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, <u>Fla. Stat</u>. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

### (7) <u>REPORTS</u>

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) <u>Quarterly reports are due to the Division no later than 30 days after the end of</u> <u>each quarter of the program year and shall be sent each quarter until submission of the</u> <u>administrative close-out report. The ending dates for each quarter of the program year are March</u> <u>31, June 30, September 30 and December 31.</u>

(c) The close-out report is due 30 days after termination of this Agreement or 30 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment

D.

### (8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General.

addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Fla.</u> <u>Stat.</u>, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, <u>Fla. Stat.</u>, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, <u>Fla. Stat.</u> Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) <u>DEFAULT</u>.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

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#### (11) <u>REMEDIES</u>.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under

law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, <u>Fla. Stat.</u>, as amended. (b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Wendy Stewart 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100 Telephone: 850-922-7447 Fax: 850-488-7842 Email: wendy.stewart@em.myflorida.com

(c) The names and addresses of the Representatives of the Recipient responsible for the administration of this Agreement is:

Alan Harris	Jennifer Bero, Grants Administrator
Seminole County Emergency Management	Seminole County Fiscal Services Dept
1101 East First Street	1101 East First Street
Sanford, FL 32771	Sanford, FL 32771
Telephone: 407-665-5017	Telephone: 407-665-7125
Fax: 407-665-5039	Fax: 407-665-7183
Email: aharris@seminolecountyfl.gov	Email: jbero@seminolecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

### (14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, <u>Fla. Stat</u>.

### (15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:
Exhibit 1 - Funding Sources
Attachment A – Scope of Work
Attachment B – Budget
Attachment C – Program Statutes and Regulations
Attachment D – Reports
Attachment E – Justification of Advance
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Statement of Assurances

(17) <u>FUNDING/CONSIDERATION</u>

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$24,016, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), <u>Fla.Stat.</u>, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph

(12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

#### <u>No</u> Advance payment is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget, Attachment B of this Agreement.

(d) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to this Agreement shall be mailed to the following address:

### Seminole County BOCC County Finance 1101 East First Street Sanford, FL 32771

### (18) <u>REPAYMENTS</u>

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs Cashier Finance and Accounting 2555 Shumard Oak Boulevard Tallahassee FL 32399-2100

In accordance with Section 215.34(2), <u>Fla. Stat.</u>, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(q)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, <u>Fla. Stat.</u> or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, <u>Fla. Stat.</u>

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, <u>Fla. Stat.</u>, which the Recipient created or received under this Agreement.

(I) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, <u>Fla. Stat.</u>) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, <u>Fla. Stat.</u>

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

#### (20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### (21) COPYRIGHT, PATENT AND TRADEMARK

## ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any preexisting intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

#### (22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement. (23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

# <u>RECIPIENT:</u> SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Name and title: Brenda Carey, Chairman

Date:

FID# <u>59-6000856</u>

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

Approved as to form and legal sufficiency:

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County Attorney

#### STATE OF FLORIDA DIVISION OF EMERGENCY MANGEMENT

By:\_\_\_\_\_ Name and Title: <u>W. Craig Fugate, Director</u>\_\_\_\_\_ Date:\_\_\_\_\_

#### EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: <u>U. S. Dept. of Homeland Security/Federal Emergency Management Agency</u> Catalog of Federal Domestic Assistance title and number: <u>Emergency Management Performance</u> <u>Grants/97.042</u>

Award amount: \$24,016

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Emergency Management Performance Grants

The recipient must comply with the requirements outlined in:

- 1. Fiscal Year 2007 Emergency Management Performance Grant: Supplemental Guidance
- 2. Fiscal Year 2008 Emergency Management Performance Grant Guidance

### Attachment A

#### Scope of Work

The Recipient must use the additional EMPG funds as awarded under this Agreement to supplement and augment the tasks being accomplished under the EMPA/EMPG County subgrant, including but not limited to:

- 1. Promoting public education on disaster preparedness and recovery issues
- 2. Enhancing coordination of relief efforts of statewide private sector organizations, including public-private business partnership efforts
- 3. Improving the training and operations capabilities of responsibilities in the Florida Comprehensive Emergency Management Plan
- 4. Furthering state and local emergency management objective that promote solutions for removing barriers to emergency preparedness. These may include, but are not limited to:
  - a. Community Emergency Response Teams (CERTs)
  - b. County/Local Emergency Operations Centers/Emergency Management Incident Management Teams (IMTs)
  - c. Public information and education building on the theme of "Get A Plan"
  - d. Special needs population to include the low income, the frail, elderly, disabled and language barriers
  - e. Care and sheltering of people with their pets
  - f. Transportation issues

## Attachment B Budget

The anticipated expenditures for the Categories listed below are for the 2007 Supplemental and the additional 2008 Emergency Management Performance Grant funds.

Category		Anticipated Expenditures Amount
Salaries/Fringe Benefits		\$
Other Personal Services		\$
Expenses		\$
Operating Capital Outlay		\$
Fixed Capital Outlay		\$
	Total Federal Funds	\$

#### Attachment C

#### Program Statutes and Regulations, and Program Requirements

#### Program Statutes

- 1. Chapter 252, Florida Statutes
- 2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
- 3. 48 CFR, Part 31

#### Program Requirements

#### (1) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

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### Attachment D Reports

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary
   progress reports prepared in conjunction with the Division's Area Coordinator, and a final close-out
   report, all in a format to be provided by the Division.
- B. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.
- C. The final close-out report is due thirty days after termination of this Agreement.
- D. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, <u>Florida Administrative Code</u>. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- E. All report formats provided by the Division shall be made available to the Recipient on the
   Division's Internet site and <u>a hard copy will be mailed with a fully executed copy of the Agreement.</u>

#### Attachment E

#### JUSTIFICATION OF ADVANCE PAYMENT

#### **Recipient:**

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

[ ] NO ADVANCE REQUESTED	[ ] ADVANCE REQUESTED
No advance payment is requested.	Advance payment of \$ is requested. Balance of payments will be made on a reimbursement basis. These funds are
Payment will be solely on a reimbursement	would not be able to operate the program without this advance.

### ADVANCE REQUEST WORKSHEET

#### If you are requesting an advance, complete the following worksheet

DES	CRIPTION	(A) FFY 2006	(B) FFY 2007	(C) FFY 2008	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

### MAXIMUM ADVANCE ALLOWED CALULATION:

Cell D3

X \$\_\_\_\_\_ EMPG Award

=

MAXIMUM ADVANCE

#### REQUEST FOR WAIVER OF CALCULATED MAXIMUM

[ ] Recipient has no previous EMPG contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.

[ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

#### ESTIMATED EXPENSES

BUDGET CATEGORY	2008-2009 Anticipated Expenditures for First Three Months of Contract	
Salaries/OPS		
Program Expenses		
TOTAL EXPENSES		

•

**Explanation of Circumstances** 

#### Attachment F

#### Warranties and Representations

#### **Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

#### **Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents.

#### **Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_\_

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

### Attachment G

## Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

#### SUBCONTRACTOR:

Ву:\_\_\_\_\_

Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

### Attachment H Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the

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Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>BAR #08-98 - \$263,971,551 - Various Departments - Various Funds - Reversal of</u> <u>Carryforward</u>

**DIVISION:** Budget

DEPARTMENT	: Fiscal Services
------------	-------------------

AUTHORIZED BY: Lisa Spriggs CONTACT: Fredrik Coulter EXT: 7180

### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-98 (FY 2007/08) through various funds in the amount of \$263,971,551.00 in order to remove from the FY 2007/08 Budget the project funds carried forward into the FY 2008/09 budget.

County-wide

Lin Polk

### BACKGROUND:

As part of the Second Public Hearing for the Adoption of the FY 2008/09 Budget, certain unexpended and unencumbered project funds were carried forward from FY 2007/08 into FY 2008/09. In order to ensure that the same funds are not budgeted in both FY 2007/08 and FY 2008/09, the attached BAR reduces the project funding in FY 2007/08 by the amounts carried forward into FY 2008/09.

Attached to the Agenda Memorandum are the following documents:

1) Budget Amendment Request (BAR) #08-98

2) The Project Carryforward included in the Second Public Hearing Book, presented and approved by the Board of County Commissioners as part of the Adopted Budget for FY 2008/09 on September 23, 2008.

3) A reconciliation of the project carryforward to the amounts reported on the Budget Amendment Request. In the vast majority of cases, the amount that was carried forward into FY 2008/09 is equal to the net project reduction included on the attached BAR. However, there are two items in which the amounts carried forward are not the same as the amounts being reduced.

### Jetta Point Park

In FY 2007/08, the Jetta Point Park project was budgeted in two separate project numbers - 00234601 & 8000008. In order to simplify the accounting for this project, the two project numbers have been combined into a single number in FY 2008/09. Accordingly, an additional \$200,000 was carried forward in 00234601, while project 8000008 had its carryforward reduced by \$200,000. The net result of

this adjustment is \$0.

### Security System Access Upgrade - Public Safety Building

The carryforward of this project (00234901) into FY 2008/09 was \$300,000 higher than the amount reported as available in the FY 2007/08 budget. This increase in the project budget is funded by the Sheriff's Office allocating a portion of the amounts returned to the Board of County Commissioners at the end of FY 2007/08.

The net effect of the attached BAR is to decrease project budgets and revenues, as well as significantly increase budgeted Reserves in many funds in the FY 2007/08 Budget. The impact of these changes have already been included in the Adopted Budget for FY 2008/09.

### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendement Request (BAR) #08-98 (FY 2007/08) through various funds in the amount of \$263,971,551.00 in order to remove from the FY 2007/08 Budget the project funds carried forward into the FY 2008/09 budget.

### ATTACHMENTS:

- 1. Budget Amendment Request
- 2. Project Carryforward (from Second Public Hearing Book)
- 3. Reconciliation

Additionally Reviewed By: No additional reviews

#### 2008-R-BUDGET AMENDMENT REQUEST **FS** Recommendation Fredrik Coulter 9/12/08 TO: Seminole County Board of County Commissioners Analyst Date FROM: **Department of Fiscal Services** Budget Manager Date SUBJECT: **Budget Amendment Resolution** Department: Various Director Date Fund(s): Various 08-98 BAR PURPOSE: To reflect in the FY 2007/08 Budget the effect of

PURPOSE: To reflect in the FY 2007/08 Budget the effect of Carrying forward the available project funds into the FY 2008/09 Budget as part of the Adopted Budget at the Second Public Hearing on September 23, 2008.

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			\$ 263,971,551
Total Sources			\$ 263,971,551
Uses: Account Number	Project #	Account Title	Amount
See attached			\$ 263,971,551
Total Uses			\$ 263,971,551
	BUDGET AMENDME	INT RESOLUTION	

This Resolution, 2008-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners By:\_\_\_\_\_

Brenda Carey, Chairman

Date:

Date:	

Entered by County Finance Department

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Account Number	Project #	Account Title	Amount
00100.110108.530340	00110108	Contracted Services (TREE REPLACEMENT)	\$ 260,063
00100.110200.530310	00110205	Professional Services (COMPREHENSIVE PLAN)	126,078
00100.110200.530310	00110206	Professional Services (LAND DEVELOPMENT CODE)	249,684
00100.110200.530310	00110209	Professional Services (EVALUATION & APPRAISAL REPORT)	41,838
00100.140510.560650	00129501	Construction in Progress (TELEPHONE SYSTEM CSB)	644,317
00100.140120.560650	00129504	Construction in Progress (TELEPHONE REFRESH 5 POINTS)	650,000
00100.010560.560650	00207301	Construction in Progress (FALLEN HERO'S MEMORIAL)	254,931
00100.043800.530340	00231101	Contracted Services (CLASS ESCOM SYSTEM MODULE)	14,880
00100.043800.530520	00231101	Operating Supplies (CLASS ESCOM SYSTEM MODULE)	18,926
00100.043800.530340	00231701	Contracted Services (INCREASED LANDSCAPING ON PAVED)	10,000
00100.043800.560630	00232001	Improvements Other Than Buildings (LAKE JESUP BOARDWALK REPAIR)	41,176
00100.010599.560650	00234802	Construction in Progress (RENOVATION HEALTH DEPT-AIRPORT)	950,000
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)	39,105
00100.010500.560610	00243101	Land (LAND AT FIVE POINTS)	9,876,302
00100.140510.560642	00249201	Capital Equipment (COMMUNICATION TOWER REPLACE)	13,704
00100.140510.560650	00249201	Construction in Progress (COMMUNICATION TOWER REPLACE)	432,115
00100.043800.530340	00252101	Contracted Services (TRAILS SIGNAGE IMPROVE)	124,685
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
00100.010560.560650	00274801	Construction in Progress (ANIMAL SERVICES FIRE)	431,283
00100.056200.530460	00274801	Repairs and Maintenance (ANIMAL SERVICES FIRE)	7,157
00100.056200.530521	00274801	Operating Equipment (ANIMAL SERVICES FIRE)	16,904
00100.056200.560642	00274801	Capital Equipment (ANIMAL SERVICES FIRE)	13,745
00100.140630.530520	00279301	Operating Supplies (INTERNET WEB SITE REDESIGN)	23,072
00100.140610.560646	00279501	Capital Software (Development of New Mapping Services)	100,000
00100.140630.560646	00279602	Capital Software (Procure or Rewrite Agenda Application)	100,000
00100.140630.560646	00279606	Capital Software	100,000

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### Sources:

Sources:	Droigot #		Amount
Account Number 00100.140630.560646	Project # 00279607	Account Title Capital Software	Amount 100,000
00100.140000.000040	00213001	(Procure and Implement Reduced Sign On)	100,000
00100.140630.560646	00279610	Capital Software (Create Protal Notification Application)	50,000
00100.140510.580811	00280501	Aid to Governmental Agencies (800 MHz Rebanding)	67,870
00103.113010.530310	00233901	Professional Services (ECON RESTORATION AREA)	17,992
00104.043804.580811	80000006	Aid to Governmental Agencies (BOATING IMPROVE CASSEL)	46,200
00104.043804.580811	8000007	Aid to Governmental Agencies (BOATING IMPROVE SANFORD)	53,463
00108.010576.560650	00274103	Construction in Progress (HVAC Replacement - Libraries)	804,901
10102.110203.530490	00110203	Other Charges / Obligations (DEVELOPERS COMMITTMENT BUS SHE)	169,009
11200.010577.560650	00189301	Construction in Progress (Renovations to Fire Stations)	1,083,005
11200.056100.560650	00189301	Construction in Progress (Renovations to Fire Stations)	25,149
11200.010577.560650	00226101	Construction in Progress (Fire Training Facility)	2,114,563
11200.010577.560620	00235001	Buildings (PSB Fire Alarm System Upgrade)	23,830
11200.010577.560650	00256001	Construction in Progress (FIRE STATION 27 EXPANSION)	30,379
11200.056100.560650	00256001	Construction in Progress (FIRE STATION 27 EXPANSION)	91,588
11200.010577.560610	00258001	Land (FIRE STATION 29)	3,250,000
11200.010577.560650	00258001	Construction in Progress (FIRE STATION 29)	2,500,000
11200.010577.530460	00277901	Repairs and Maintenance (Fire Station Maintenance Proje)	129,250
11500.077515.560610	00005801	Land (UPSALA RD (C-15) - 46 TO 17-92)	2,896,059
11500.077515.560650	00005801	Construction in Progress (UPSALA RD (C-15) - 46 TO 17-92)	1,401,478
11500.077515.560670	00005801	Roads (UPSALA RD (C-15) - 46 TO 17-92)	602,446
11500.077515.560680	00005801	Construction and Design (UPSALA RD (C-15) - 46 TO 17-92)	2,148
11500.077515.560670	00006102	Roads (AIRPORT BLVD II & III)	92,003
11500.077515.560610	00006202	Land (BUNNELL ROAD/EDEN PARK AVE)	253,000
11500.077515.560670	00006202	Roads	10,777,058
11500.077515.560670	00006203	(BUNNELL ROAD/EDEN PARK AVE) Roads	500,905
11500.077515.560610	00006301	(Bunnell/Eden Park Utility Relo) Land	3,431,311
11500.077515.560680	00006301	(CHAPMAN ROAD/S.R. 426-S.R. 43) Construction and Design	8,107
11500.077515.560650	00006602	(CHAPMAN ROAD/S.R. 426-S.R. 43) Construction in Progress	4,052
11500.077515.560610	00007002	(C.R. 419/EASTERN LIMITS-2ND S) Land	382
		(CR 427 MITIGATION)	

Sources: Account Number	Project #	Account Title	Amount
11500.077515.560610	00008702	Land (SEMINOLA BLVD/CUMBERLAND FARMS)	33,000
11500.077515.560610	00010701	Land ( SILVER LAKE DR/AIRPORT ENTR.)	450,000
11500.077515.560670	00010701	Roads ( SILVER LAKE DR/AIRPORT ENTR.)	300,000
11500.077515.560670	00010705	Roads (ROAD SIGNING ELMB &OSIA)	432,000
11500.077515.560670	00011401	Roads ( C.R. 46A/COUNTRY CLUB-OLD LAK)	54,422
11500.077515.560670	00012401	Roads ( LAKE DRIVE/SEMINOLA BLVD-TUSK)	4,687
11500.077515.560680	00012401	Construction and Design ( LAKE DRIVE/SEMINOLA BLVD-TUSK)	1
11500.077515.560670	00012402	Roads (LAKE DRIVE(CASSELBERRY))	133,113
11500.077515.560670	00012403	Roads ( LAKE DRIVE SNOCWTA)	52,205
11500.077515.560680	00014601	Construction and Design (WYMORE ROAD/ORANGE COUNTY LIN)	19,341
11500.077515.560670	00024202	Roads (Howell Br/Lk Howell/SR436 Ldsc)	62,400
11500.077515.560610	00054101	Land ( LAKE EMMA ROAD/SAND POND RD-L)	796,081
11500.077515.560670	00054101	Roads ( LAKE EMMA ROAD/SAND POND RD-L)	1,494,170
11500.077415.560650	00234502	Construction in Progress (MARKHAM WDS RD & DRAINAGE IMPR)	9,902
11500.077515.580811	00251401	Aid to Governmental Agencies (RAIL RELATED TRANSIT)	2,310,000
11500.077515.560650	99999999	Construction in Progress (PROJECT CONTINGENCY)	230,936
11500.077515.560670	99999999	Roads (PROJECT CONTINGENCY)	131,498
11541.077641.560650	00008302	Construction in Progress ( STWTR SWEETWATER COVE TRIBUTA)	1,000,000
11541.077641.560650	00174503	Construction in Progress (STWTR -SR 434 SEDIMENTION BASI)	800,000
11541.077541.560650	00187718	Construction in Progress (Riverwalk Trail - CR 15)	2,000,000
11541.077541.560670	00191636	Roads (ENG-CR431 (ORANGE BLVD))	348,538
11541.077541.560680	00191636	Construction and Design (ENG-CR431 (ORANGE BLVD))	7,656
11541.077541.560670	00191640	Roads (COUNTRY CLUB RD (RANTOUL LANE))	1,624,900
11541.077541.560670	00191642	Roads (SR436@Maitland Av(Minor Projec)	64,580
11541.077541.560670	00191646	Roads (SR426/Tusakawilla to 417(Minor)	1,999,977
11541.077541.560680	00191646	Construction and Design (SR426/Tusakawilla to 417(Minor)	25,731
11541.077541.560670	00191649	Roads (SR436@Hunt Club(Minor Projects)	48,892
11541.077541.560670	00191650	Roads (SR46A@US 17/92(Minor Projects))	28,812
11541.077541.560670	00191651	Roads (UPSALA ROAD - 90 DEGREE CURVE)	550,000

Sources: Account Number	Project #	Account Title	Amount
11541.077541.560680	00191651	Construction and Design (UPSALA ROAD - 90 DEGREE CURVE)	6,563
11541.077541.560610	00191652	Land (CR 426 from SR46 to CR419)	1,000,000
11541.077541.560670	00191654	Roads (JACOBS TRAIL)	400,000
11541.077541.560680	00191656	Construction and Design (Longwood - Lake Mary Road)	41,803
11541.077541.560670	00191659	Roads (CR 46A at Colonial Parkway Int)	300,000
11541.077541.560680	00191659	Construction and Design (CR 46A at Colonial Parkway Int)	12,286
11541.077541.560680	00191660	Construction and Design (CR 46A at International Parkwa)	38,075
11541.077541.560670	00191662	Roads (CR 427 AT SR 436 IMPROVE)	325,000
11541.077541.560680	00191662	Construction and Design (CR 427 AT SR 436 IMPROVE)	4,808
11541.077541.560680	00191666	Construction and Design (Lake Mary Blvd at 17/92 Inters)	15,954
11541.077541.560680	00191667	Construction and Design (Lake Mary Boulevard)	100,000
11541.077541.560670	00192007	Roads (ENG-WEKIVA SPRINGS RD)	409,043
11541.077541.560670	00192008	Roads (ENG-WEKIVA SPRINGS RD)	205,894
11541.077541.560670	00192014	Roads (BEAR LAKE ROAD (COUNTY LINE TO)	137,784
11541.077541.560610	00192015	Land (W MARKHAM WDS (WILLSMN-LM))	24,000
11541.077541.560680	00192015	Construction and Design (W MARKHAM WDS (WILLSMN-LM))	63,381
11541.077541.560650	00192564	Construction in Progress (NORTH LINE DRIVE SIDEWALK)	88,160
11541.077541.560650	00192572	Construction in Progress (PARK DRIVE SIDEWALK)	100,000
11541.077541.560610	00192582	Land (West 27th Street Sidewalk)	50,000
11541.077541.560650	00192582	Construction in Progress (West 27th Street Sidewalk)	300,000
11541.077541.560680	00192582	Construction and Design (West 27th Street Sidewalk)	34,165
11541.077541.560610	00192583	Land (Airport Boulevard Sidewalk)	100,000
11541.077541.560680	00192583	Construction and Design (Airport Boulevard Sidewalk)	45,356
11541.077541.560610	00192584	Land (County Road 46A Sidewalk)	50,000
11541.077541.560650	00192584	Construction in Progress (County Road 46A Sidewalk)	250,000
11541.077541.560680	00192584	Construction and Design (County Road 46A Sidewalk)	75,000
11541.077541.560650	00192590	Construction in Progress (Jackson Street Sidewalk)	115,678
11541.077541.560680	00192590	Construction and Design (Jackson Street Sidewalk)	47,169
11541.077541.560680	00192592	Construction and Design (Midway Elem School Area Sidewa)	95,000

Sources: Account Number	Project #	Account Title	Amount
11541.077541.560650	00192593	Construction in Progress (Ronald Reagan Bevd (CR 427))	480,000
11541.077541.560680	00192593	Construction and Design (Ronald Reagan Bevd (CR 427))	36,681
11541.077541.560650	00192594	Construction in Progress (SNOWHILL ROAD SIDEWALK)	64,146
11541.077541.560680	00192594	Construction and Design (SNOWHILL ROAD SIDEWALK)	13,148
11541.077541.560650	00192595	Construction in Progress (Stefanik Road/Moyeses Road Sid)	200,000
11541.077541.560680	00192595	Construction and Design (Stefanik Road/Moyeses Road Sid)	45,364
11541.077541.560650	00196901	Construction in Progress (PED. OVERPASS AT RED BUG ELEME)	3,925,130
11541.077541.560670	00197001	Roads (17-92 SANFORD LAKEFRONT PROJEC)	2,900,000
11541.077541.560680	00198102	Construction and Design (CR 419)	1,400,000
11541.077541.560670	00205202	Roads (OVIEDO-CTY/CITY COST SHARED PR)	5,750,000
11541.077541.560680	00205202	Construction and Design (OVIEDO-CTY/CITY COST SHARED PR)	61,517
11541.077541.560670	00205204	Roads (Altamonte Ped Overpass-Cost Sh)	2,000,000
11541.077541.560670	00205302	Roads (SR 434/MONTGOMERY TO I-4)	5,470,000
11541.077541.560680	00205302	Construction and Design (SR 434/MONTGOMERY TO I-4)	18,258
11541.077541.580811	00205302	Aid to Governmental Agencies (SR 434/MONTGOMERY TO I-4)	3,472,062
11541.077541.560680	00205304	Construction and Design (SR434 RANGELINE RD TO CR 427)	469,550
11541.077541.560670	00205305	Roads (SR 434 - Montgomery to I-4 - Utility Relocation)	674,845
11541.077741.560670	00205527	Roads (CR 46A at Ridgewood Mast Arms)	75,000
11541.077741.560670	00205537	Roads (S Sanford at Lk Mary Blvd. Mas)	290,000
11541.077741.560670	00205538	Roads (17-92 at Laura Street - Mast A)	69,000
11541.077741.560680	00205726	Construction and Design (NETWORK AS-BUILTS)	350,016
11541.077541.560650	00206201	Construction in Progress (DYSON DRIVE SCHOOL SAFETY SIDE)	344,095
11541.077541.560650	00209102	Construction in Progress (ANCHOR ROAD DESIGN)	1,600,000
11541.077641.560610	00209102	Land (ANCHOR ROAD DESIGN)	518,704
11541.077641.560680	00209102	Construction and Design (ANCHOR ROAD DESIGN)	3,530
11541.077541.560650	00209105	Construction in Progress (CURRYVILLE ROAD)	425,582
11541.077641.560610	00209106	Land (WEKIVA PARK DRIVE)	50,000
11541.077641.560650	00209106	Construction in Progress (WEKIVA PARK DRIVE)	348,739
11541.077541.560610	00209108	Land (Lincoln Heights/Minor Projects)	600,000

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Sources: Account Number	Project #	Account Title	Amount
11541.077641.560680	00209108	Construction and Design (Lincoln Heights/Minor Projects)	116,506
11541.077541.560650	00209113	Construction in Progress (Red Bug Lake Dr east of SR 436)	800,000
11541.077641.560650	00209113	Construction in Progress (Red Bug Lake Dr east of SR 436)	384,849
11541.077641.560680	00209113	Construction and Design (Red Bug Lake Dr east of SR 436)	75,237
11541.077541.560680	00209114	Construction and Design (RED BUD LAKE RD @ HOWELL CREEK)	275,000
11541.077541.560610	00226301	Land (RED BUG LAKE RD @ SR 436 INTER)	5,284,629
11541.077541.560680	00226301	Construction and Design (RED BUG LAKE RD @ SR 436 INTER)	23,372
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)	77,201
11541.077541.560650	00227032	Construction in Progress (CR 15 (Country Club Road) Pave)	283,324
11541.077541.560650	00227038	Construction in Progress (Wekiva Spgs Rd (County Line to)	82,800
11541.077541.560650	00227040	Construction in Progress (CR 415 / 13th St Pavement Reha)	200,000
11541.077541.560650	00227041	Construction in Progress (CR 415 / Celery Ave Pavement)	150,000
11541.077541.560650	00228301	Construction in Progress (SYLVAN LK/ YANKEE LK SUBBASIN)	2,000,000
11541.077641.560650	00228301	Construction in Progress (SYLVAN LK/ YANKEE LK SUBBASIN)	114,550
11541.077541.560680	00229001	Construction and Design (STWTR CASSEL CREEK STORMWTR FA)	400,000
11541.077541.560670	00229203	Roads (OSPREY RAIL ROAD CROSSING)	6,621
11541.077541.560650	00229204	Construction in Progress (Aloma@Red Bug Ped Overpass)	1,950,000
11541.077541.560680	00229204	Construction and Design (Aloma@Red Bug Ped Overpass)	26,220
11541.077541.560650	00229205	Construction in Progress (Lk Mary/Intl Dr Ped Overpass)	4,732,288
11541.077541.560680	00229205	Construction and Design (Lk Mary/Intl Dr Ped Overpass)	24,892
11541.077541.560610	00242301	Land (W BEAR GULLY DRAINAGE)	300,000
11541.077641.560680	00242301	Construction and Design (W BEAR GULLY DRAINAGE)	1,568
11541.077441.560670	00247706	Roads (MAGNOLIA/27TH TO PAVEMENT CHAN)	89,900
11541.077541.560650	00258301	Construction in Progress (INNOVATIVE WASTE REDUCTION)	178,022
11541.077641.560650	00258401	Construction in Progress (LOCKHART SMITH CANAL)	9,157
11541.077541.560670	00275601	Roads (Fernwood Blvd Ped Crossing)	80,000
11541.077541.560680	00277001	Construction and Design (Lk Mary Blvd at Sun Drive)	120,000
11541.077441.560670	99999999	Roads (PROJECT CONTINGENCY)	400,000

Sources: Account Number	Project #	Account Title	Amount
11901.066522.560650	8000000	Construction in Progress (JAMESTOWN SANITARY SEWER)	712,840
11914.043811.560650	00234601	Construction in Progress (JETTA POINT PARK)	135,611
11914.043811.560650	8000008	Construction in Progress (FRDAP Grant)	200,000
11914.043811.530520	80000010	Operating Supplies (FRDAP Wilson's Landing)	6,000
11914.043811.530521	80000010	Operating Equipment (FRDAP Wilson's Landing)	9,600
11914.043811.560650	80000010	Construction in Progress (FRDAP Wilson's Landing)	60,681
11916.077516.560680	00192599	Construction and Design (E HILLCREST/ALPINE SIDEWALK)	2,519
11916.077603.560670	00205302	Roads (SR 434/MONTGOMERY TO I-4)	6,150,000
11916.077603.530310	00233801	Professional Services (JPP/CLUB II REG STORMWATER FAC)	44,414
11916.077603.560650	00241701	Construction in Progress (Joint Participation Proj -IFAS)	1,914,185
11916.077516.560680	00255801	Construction and Design (SR 416 GATEWAY SIDEWALK JPP)	26,580
11916.077603.530310	00258401	Professional Services (LOCKHART SMITH CANAL)	28,054
11916.077516.560670	00275601	Roads (Fernwood Blvd Ped Crossing)	120,000
11916.077516.560680	00279401	Construction and Design (Osceola Road Pavement Marking)	50,000
11916.077401.560680	80000005	Construction and Design (SR 426/ CR 419 OVIEDO LAP)	10,199
12500.055725.560642	00274701	Capital Equipment (Enhanced E-911 Recording Syste)	108,287
12601.077521.560670	00006102	Roads (AIRPORT BLVD II & III)	133,876
12601.077521.560610	00007002	Land (CR 427 MITIGATION)	891
12601.077521.560610	00008702	Land (SEMINOLA BLVD/CUMBERLAND FARMS)	42,000
12601.077521.560670	00011401	Roads ( C.R. 46A/COUNTRY CLUB-OLD LAK)	204,730
12601.077521.560670	00024202	Roads (Howell Br/Lk Howell/SR436 Ldsc)	132,600
12601.077521.560670	99999999	Roads (PROJECT CONTINGENCY)	78,156
12602.077522.560610	00054101	Land ( LAKE EMMA ROAD/SAND POND RD-L)	237,640
12602.077522.560670	00054101	Roads ( LAKE EMMA ROAD/SAND POND RD-L)	438,369
12603.077523.560610	00006202	Land (BUNNELL ROAD/EDEN PARK AVE)	297,000
12603.077523.560670	00006202	Roads (BUNNELL ROAD/EDEN PARK AVE)	5,805,067
12603.077523.560670	00006203	Roads (Bunnell/Eden Park Utility Relo)	588,019
12603.077523.560680	00014601	Construction and Design ( WYMORE ROAD/ORANGE COUNTY LIN)	32,850
12604.077524.560610	00006301	Land ( CHAPMAN ROAD/S.R. 426-S.R. 43)	2,384,884

Sources: Account Number	Project #	Account Title	Amount
12604.077524.560680	00006301	Construction and Design ( CHAPMAN ROAD/S.R. 426-S.R. 43)	5,633
12605.077525.560670	00012401	Roads ( LAKE DRIVE/SEMINOLA BLVD-TUSK)	112,936
12605.077525.560680	00012401	Construction and Design ( LAKE DRIVE/SEMINOLA BLVD-TUSK)	2
12801.123000.560670	00012804	Roads (20 -TRAFFIC PREEMPTION DEVICES)	3,778
12801.010578.560610	00249501	Land (FIRE STATION 19 - LAND ACQ)	1,952,788
12801.010578.560650	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	Operating Equipment ( COURTHOUSE A&E AND RENOVATION)	25,000
12902.033808.560650	00045204	Construction in Progress (COURTHOUSE A&E AND RENOVATION)	188,257
12903.033810.560650	00045204	Construction in Progress ( COURTHOUSE A&E AND RENOVATION)	190,000
13000.077430.530310	00006402	Professional Services ( CHULUOTA BYPASS/C.R. 419-SNOW)	2,000
13000.077530.560650	00008302	Construction in Progress ( STWTR SWEETWATER COVE TRIBUTA)	3,370
13000.077600.560680	00008302	Construction and Design ( STWTR SWEETWATER COVE TRIBUTA)	323,887
13000.077600.560650	00174503	Construction in Progress (STWTR -SR 434 SEDIMENTION BASI)	269,652
13000.077600.560680	00174503	Construction and Design (STWTR -SR 434 SEDIMENTION BASI)	13,201
13000.077430.530310	00192701	Professional Services (NAVY CANAL REGIONAL STMWTR FAC)	15,300
13000.077600.560650	00192701	Construction in Progress (NAVY CANAL REGIONAL STMWTR FAC)	31,175
13000.077430.530310	00203002	Professional Services (STWTR MONROE BASIN DEFICIENCY)	3,450
13000.077530.560650	00229106	Construction in Progress (PARADISE POINT SUBDIVISION)	268,240
13000.077600.560650	00229109	Construction in Progress (PEARL LK/PRAIRE LK OUTFALL)	111,419
13000.077530.560680	00229114	Construction and Design (EAST SETTLER LOOP)	2,019
13000.077530.560680	00229115	Construction and Design (SR426 AT ALOMA WOODS)	366,500
13000.077600.560650	00241701	Construction in Progress (Joint Participation Proj -IFAS)	1,218,326
13000.077600.560610	00241801	Land (Demolition - IFAS)	245,540
13000.077530.560650	00243001	Construction in Progress (MYRTLE LAKE HILLS DRAIN IMP.)	200,000
13000.077530.560680	00243001	Construction and Design (MYRTLE LAKE HILLS DRAIN IMP.)	13,124
13000.077530.560610	00246201	Land (WASHINGTON HEIGHTS EROS CON)	40,000
13000.077530.560680	00246201	Construction and Design (WASHINGTON HEIGHTS EROS CON)	5,816
13000.077530.560650	00255722	Construction in Progress (Eagle Circle (Subdivision Retr)	200,000

Sources: Account Number	Project #	Account Title	Amount
13000.077530.560650	00255723	Construction in Progress (Hunt Lane (Subdivision Retrofi)	50,000
13000.077530.560610	00259501	Land (GRACE LAKE)	20,000
13000.077530.560650	00259501	Construction in Progress (GRACE LAKE)	350,000
13000.077530.560680	00259501	Construction and Design (GRACE LAKE)	26,783
13000.077530.530310	00276901	Professional Services ( Max Daily Load Reduction)	103,500
13000.077450.530310	00276902	Professional Services (BEAR GULLY LAKE)	55,084
13000.077450.530310	00276903	Professional Services (LAKE HOWELL)	65,425
13000.077430.530310	00278602	Professional Services (TMDL(HOWELL CREEK))	117
13000.077430.530310	00281801	Professional Services (NPDES YR 4 PERMIT SUPPORT)	30,000
13300.011102.560670	00206503	Roads (FERN PARK STREETSCAPE/LANDSCAP)	67,102
30600.010584.560650	00231601	Construction in Progress (SOLDIERS CREEK BASEBALL IMPROV)	61,646
30600.010584.560650	00234601	Construction in Progress (JETTA POINT PARK)	135,611
30600.010581.530340	00243101	Contracted Services (LAND AT FIVE POINTS)	127,329
32000.010575.560650	00273501	Construction in Progress (JAIL EXPANSION 2006)	1,283,146
32100.077533.560650	00187702	Construction in Progress (TRAILS DEVELOPMENT)	88,920
32100.077533.560650	00187704	Construction in Progress (SR 434 OVERPASS AT SEMINOLE WE)	716,173
32100.077533.560650	00187711	Construction in Progress (WINTER MILES TRAILHEAD)	335,000
32100.077533.560650	00187713	Construction in Progress (Cross Seminole Trail-Phase II)	138,874
32100.077533.560650	00187714	Construction in Progress (CROSS SEMINOLE TRAIL)	711,989
32100.077533.560650	00187753	Construction in Progress (CROSS SEMINOLE TRAIL)	246,740
32100.077533.560610	00187757	Land (Big Tree Park Trailhead)	68,204
32100.077533.560680	00187757	Construction and Design (Big Tree Park Trailhead)	50,000
32100.077533.560650	00229204	Construction in Progress (Aloma@Red Bug Ped Overpass)	2,050,000
32100.113020.560650	80000010	Construction in Progress (FRDAP Wilson's Landing)	25,427
32200.010573.530521	00045204	Operating Equipment ( COURTHOUSE A&E AND RENOVATION)	17,694
32200.010573.560610	00045204	Land ( COURTHOUSE A&E AND RENOVATION)	119,875
32200.010573.560650	00045204	Construction in Progress ( COURTHOUSE A&E AND RENOVATION)	2,393,486
40100.087805.560650	00024803	Construction in Progress (SCADA SYSTEM UPGRADES)	73,500
40100.087805.560650	00056601	Construction in Progress (WATER PLANT REHABILITATIONS)	631,070

### Sources:

Amount	Account Title	Project #	Account Number
18,865	Construction in Progress (CHAPMAN RD UTILITY ADJUSTMENTS)	00063601	40100.087805.560650
249,773	Construction in Progress (WATER DISTRIBUTION UPGRADES)	00064501	40100.087805.560650
37,101	Construction in Progress ( LAKE EMMA RD UTILITY ADJUST)	00065101	40100.087805.560650
12,088	Construction in Progress (CR15 UTILITY ADJUSTMENTS)	00067201	40100.087805.560650
16,602	Construction in Progress (YANKEE LK ALTERNATIVE WATER)	00164301	40100.087805.560650
300,050	Construction in Progress (BUNNEL RD UTILITY ADJUSTMENT)	00178101	40100.087805.560650
7,530,000	Construction in Progress (YANKEE LK SURFACE WATER PLANT)	00181601	40100.087805.560650
19,277	Construction in Progress (WATER QUALITY PLANT UPGRADES)	00195701	40100.087805.560650
121,345	Construction in Progress (MARKHAM AQUIFER STORAGE WELL)	00200401	40100.087805.560650
85,742	Construction in Progress (CONSUMPTIVE USE PERMIT)	00201101	40100.087805.560650
315,839	Construction in Progress (POTABLE WELL IMPROVEMENTS)	00201501	40100.087805.560650
145,480	Construction in Progress (SECURITY IMPROVEMENTS)	00203101	40100.087805.560650
533,169	Construction in Progress (IRON BRIDGE AGREEMENT)	00216401	40100.087805.560650
92,766	Construction in Progress (WATER PLANT REHABILITATIONS)	00056601	40102.087879.560650
225,500	Construction in Progress (WATER DISTRIBUTION UPGRADES)	00064501	40102.087879.560650
106,010	Construction in Progress (SE/LK HAYES WATER MAIN PH II)	00168801	40102.087879.560650
1,274,968	Construction in Progress (YANKEE LK SURFACE WATER PLANT)	00181601	40102.087879.560650
347,977	Construction in Progress (BEAR LK RD WATER INTERCONNECT)	00193601	40102.087879.560650
172,086	Construction in Progress (FWS WATER DISTRB UPGRADES)	00203201	40102.087879.560650
274,603	Construction in Progress (ELDER RD/ORANGE BLVD WATER MAI)	00216501	40102.087879.560650
86,069	Construction in Progress (MARKHAM PLANT WELLS 4 & 5)	00216601	40102.087879.560650
2,006,083	Construction in Progress (MARKHAM PLANT H2S TREATMENT)	00216701	40102.087879.560650
83,497	Construction in Progress (YANKEE LK ALTERNATIVE WATER)	00164301	40103.087880.560650
3,397,992	Construction in Progress (EASTERN REGIONAL RECLAIMED)	00164501	40103.087880.560650
70,000	Construction in Progress (YANKEE LK PLANT EXPANSION/RERA)	00195201	40103.087880.560650
2,330,440	Construction in Progress (HEATHROW BLVD RECLAIMED MAIN)	00217101	40103.087880.560650
2,560,372	Construction in Progress (RESIDENTIAL RECLAIM RETRO II)	00217201	40103.087880.560650
47,723	Construction in Progress (RESIDENTIAL RECLAIM RETR PHIII)	00223001	40103.087880.560650
558,503	Construction in Progress (SCADA SYSTEM UPGRADES)	00024803	40105.087817.560650

#### Sources: Account Number Account Title Project # Amount 40105.087817.560650 00056601 **Construction in Progress** 251,164 (WATER PLANT REHABILITATIONS) 40105.087817.560650 00064501 Construction in Progress 143,539 (WATER DISTRIBUTION UPGRADES) 40105.087817.560650 Construction in Progress 00065101 1,655,814 (LAKE EMMA RD UTILITY ADJUST) 40105.087817.560650 00065201 Construction in Progress 2,505,759 (MINOR ROADS UTILITY UPGRADES) Construction in Progress 40105.087817.560650 00067201 69,176 (CR15 UTILITY ADJUSTMENTS) 40105.087817.560650 00164301 Construction in Progress 4,604,902 (YANKEE LK ALTERNATIVE WATER) 40105.087817.560650 00168801 Construction in Progress 2,819,240 (SE/LK HAYES WATER MAIN PH II) Construction in Progress 40105.087817.560650 00178101 70,934 (BUNNEL RD UTILITY ADJUSTMENT) 40105.087817.560650 Construction in Progress 00178301 587,567 (COUNTRY CLUB WELL #3) 40105.087817.560650 00181601 **Construction in Progress** 43,037,819 (YANKEE LK SURFACE WATER PLANT) 40105.087817.560650 00182301 Construction in Progress 270,000 (MARKHAM WOODS ROAD UTILITIES) Construction in Progress 529,349 40105.087817.560650 00193201 (FIRE FLOW IMPROVEMENTS) 40105.087817.560650 00193601 Construction in Progress 320,672 (BEAR LK RD WATER INTERCONNECT) 40105.087817.560650 00195201 Construction in Progress 700,001 (YANKEE LK PLANT EXPANSION/RERA) 40105.087817.560650 00195501 Construction in Progress 100,001 (WATER QUALITY IMPROVEMENTS) 40105.087817.560650 00201101 Construction in Progress 214,258 (CONSUMPTIVE USE PERMIT) 40105.087817.560650 00201501 Construction in Progress 133,365 (POTABLE WELL IMPROVEMENTS) 40105.087817.560650 00203101 Construction in Progress 104,520 (SECURITY IMPROVEMENTS) 40105.087817.560650 00203301 **Construction in Progress** 1,205,496 (FWS WATER PLANT UPGRADES) 40105.087817.560650 00203801 Construction in Progress 10,466 (Fern Park Water Syst Upgrade) 40105.087817.560650 Construction in Progress 57,875 00203901 (APPLE VALLEY PUMP STATION REPL) 40105.087817.560650 00204001 **Construction in Progress** 1,300,000 (TRI-PARTY OPTIMIZATION PROGRAM) 40105.087817.560650 00207801 **Construction in Progress** 300,000 (ORANGE BLVD UTILITY ADJUSTMENT) Construction in Progress 108,274 40105.087817.560650 00214701 (RISING SUN BLVD WATER MAIN) 40105.087817.560650 00216401 **Construction in Progress** 2,130,520 (IRON BRIDGE AGREEMENT) 40105.087817.560650 00216501 **Construction in Progress** 2,691,802 (ELDER RD/ORANGE BLVD WATER MAI) 40105.087817.560650 00216601 Construction in Progress 913,930 (MARKHAM PLANT WELLS 4 & 5) 40105.087817.560650 00216701 **Construction in Progress** 640,752 (MARKHAM PLANT H2S TREATMENT) 40105.087817.560650 00216901 Construction in Progress 150,000 (LONGPOND ROAD WATER MAIN)

#### Sources: Account Number Account Title Project # Amount 00217101 40105.087817.560650 **Construction in Progress** 1,538,079 (HEATHROW BLVD RECLAIMED MAIN) 40105.087817.560650 00217201 **Construction in Progress** 6,541,715 (RESIDENTIAL RECLAIM RETRO II) 40105.087817.560650 00217401 **Construction in Progress** 3,700,000 (LONGWOOD/MARKHAM RD UTILITIES) 40105.087817.560650 Construction in Progress 299,999 00217701 (ORANGE BLVD UTILITY ADJUSTMENT) Construction in Progress 40105.087817.560650 00217801 589,242 (MARKHAM RECLAIM STORAGE/REPUMP) 40105.087817.560650 00219701 **Construction in Progress** 1,236,394 (SR 46 FORCE MAIN UPGRADE) 40105.087817.560650 Construction in Progress 00223101 47,725 (RESIDENTIAL RECLAIM RETRO IV) 40105.087817.560650 00227401 Construction in Progress 150,000 (GREENWOOD RECLAIM PLANT RERATE) 40105.087817.560650 Construction in Progress 00243501 55,545 (INDIAN HILLS WATER PLANT UPGRA) 40105.087817.560650 00247901 **Construction in Progress** 300,001 (ORANGE BLVD UTILITY ADJUSTMENT) 40201.087900.560650 00137801 **Construction in Progress** 2,563,145 (CITIZENS' SERVICE AREA AT TRAN) 40201.087900.560650 Construction in Progress 230,990 00160801 (LANDFILL ROADWAYS REPAIRS AND) 40201.087900.560650 00201901 Construction in Progress 350,000 (SW/TIPPING MAJOR FLOOR RESURFA) 40201.087900.560650 00215801 Construction in Progress 57,500 (UPGRADED PREFABRICATED HAZ-MA) 40201.087900.560650 Construction in Progress 3,220 00216001 (OSCEOLA LANDFILL NPDES PERMIT) 40201.087900.560650 00244501 **Construction in Progress** 775,788 (LANDFILL SCALEHOUSE) 40201.087900.560650 00244601 **Construction in Progress** 280,449 (LANDFILL GAS SYS EXP) 40201.087900.560650 00244801 **Construction in Progress** 20,600 (LANDFILL TITLE V AIR PERMIT RE) 40201.087900.560650 00245101 **Construction in Progress** 31,767 (LANDFILL SOLID WASTE OPER PERM) 40201.087900.560650 00258301 Construction in Progress 110,000 (INNOVATIVE WASTE REDUCTION) 40201.010583.560650 Construction in Progress 70,000 00276701 (Landfill Fuel Island Roof) 40201.087900.560650 00281301 **Construction in Progress** 350,000 (Storage Pad Addition/Landfill) 40201.087900.560650 00281401 **Construction in Progress** 350,000 (Central Transfer Station-Hoppe) 50100.010504.530450 00274801 Insurance 939 (ANIMAL SERVICES FIRE) 50100.010504.530490 00274801 Other Charges / Obligations 199,061 (ANIMAL SERVICES FIRE)

**Total Sources** 

\$ 263,971,551

Uses: Account Number	Project #	Account Title	Amount
00100.043818.560630	00231601	Improvements Other Than Buildings (SOLDIERS CREEK BASEBALL IMPROV)	\$ 8,288
00100.369400	00234802	Reimbursements (RENOVATION HEALTH DEPT-AIRPORT)	950,000
00100.010500.530310	00243101	Professional Services (LAND AT FIVE POINTS)	18,323
00100.140510.560630	00249201	Improvements Other Than Buildings (COMMUNICATION TOWER REPLACE)	3,891
00100.021001.560650	00273501	Construction in Progress (JAIL EXPANSION 2006)	25
00100.056200.530520	00274801	Operating Supplies (ANIMAL SERVICES FIRE)	1,888
00100.343903	00280501	Reband 800 MHz (800 MHz Rebanding)	45,000
00100.999901.599998		Reserve for Contingencies	15,313,504
00103.999967.599998		Reserve for Contingencies	17,992
00104.999974.599998		Reserve for Contingencies	99,663
00108.999916.599998		Reserve for Contingencies	804,901
10102.110203.599998		Reserve for Contingencies	169,009
11200.010577.530520	00189301	Operating Supplies	7,074
		(Renovations to Fire Stations)	
11200.010577.530520	00226101	Operating Supplies (Fire Training Facility)	24,907
11200.010577.530521	00226101	Operating Equipment (Fire Training Facility)	13,961
11200.010577.530310	00258001	Professional Services (FIRE STATION 29)	17,833
11200.999912.599998		Reserve for Contingencies	9,183,989
11500.366100	00006203	Contributions and Donations (Bunnell/Eden Park Utility Relo)	500,905
11500.077515.560680	00010705	Construction and Design (ROAD SIGNING ELMB &OSIA)	37,741
11500.077515.560610	00012401	Land ( LAKE DRIVE/SEMINOLA BLVD-TUSK)	1,442
11500.366100	00012402	Contributions and Donations (LAKE DRIVE(CASSELBERRY))	133,113
11500.366100	00012403	Contributions and Donations (LAKE DRIVE SNOCWTA)	52,205
11500.999955.599994		Reserve for Capital Improvements	25,757,299
11541.077541.560680	00191640	Construction and Design (COUNTRY CLUB RD (RANTOUL LANE))	1
11541.077541.560680	00191652	Construction and Design (CR 426 from SR46 to CR419)	76,691
11541.366150	00191659	Proportionate Share Payments (CR 46A at Colonial Parkway Int)	300,000
11541.366150	00191662	Proportionate Share Payments (CR 427 AT SR 436 IMPROVE)	325,000
11541.349100	00205305	Service Charge - Agencies (SR 434 - Montgomery to I-4 - Utility Relocation)	674,845
11541.077541.580811	00226301	Aid to Governmental Agencies (RED BUG LAKE RD @ SR 436 INTER)	5,284,629
11541.334490	00226501	Transportation Revenue Grant (US 17-92 TO FERNWOOD)	1,038,481

Account Number	Project #	Account Title	Amount
11541.334490	00226502	Transportation Revenue Grant (17/92 ORNGE CNTY TO LK OF WOOD)	77,201
11541.999941.599994		Reserve for Capital Improvements	56,037,341
11901.331540	80000000	Community Development Block Grant (JAMESTOWN SANITARY SEWER)	712,840
11914.334720	00234601	Florida Recreation Grant (JETTA POINT PARK)	135,611
11914.334720	80000010	Florida Recreation Grant (FRDAP Wilson's Landing)	76,281
11914.334720.CF	00000000	Florida Recreation Grant)	200,000
11916.331490	00192599	Transportation Revenue Grant (E HILLCREST/ALPINE SIDEWALK)	2,519
11916.334490	00205302	Transportation Revenue Grant (SR 434/MONTGOMERY TO I-4)	6,150,000
11916.334360	00233801	Stormwater Management (JPP/CLUB II REG STORMWATER FAC)	44,414
11916.334360	00241701	Stormwater Management (Joint Participation Proj -IFAS)	1,914,185
11916.331490	00255801	Transportation Revenue Grant (SR 416 GATEWAY SIDEWALK JPP)	26,580
11916.334360	00258401	Stormwater Management (LOCKHART SMITH CANAL)	28,054
11916.331490	00275601	Transportation Revenue Grant (Fernwood Blvd Ped Crossing)	120,000
11916.331490	00279401	Transportation Revenue Grant (Osceola Road Pavement Marking)	50,000
11916.331490	80000005	Transportation Revenue Grant (SR 426/ CR 419 OVIEDO LAP)	10,199
12500.999925.599998		Reserve for Contingencies	108,287
12601.999906.599994		Reserve for Capital Improvements	592,253
12602.999907.599994		Reserve for Capital Improvements	676,009
12603.366100	00006203	Contributions and Donations (Bunnell/Eden Park Utility Relo)	588,019
12603.999908.599994		Reserve for Capital Improvements	6,134,917
12604.999909.599994		Reserve for Capital Improvements	2,390,517
12605.077525.560610	00012401	Land (LAKE DRIVE/SEMINOLA BLVD-TUSK)	3,367
12605.999911.599994	. <u> </u>	Reserve for Capital Improvements	109,571
12801.999913.599998		Reserve for Contingencies	2,456,566
12901.033809.599998		Reserve for Contingencies Reserve for Contingencies	185,975
12902.033808.599998 12903.033810.599998		Reserve for Contingencies	213,257
13000.337900	00008302	Local Grants and Aid ( STWTR SWEETWATER COVE TRIBUTA)	3,370
13000.337900	00008302	Local Grants and Aid (STWTR SWEETWATER COVE TRIBUTA)	323,887
13000.337900	00174503	Local Grants and Aid (STWTR -SR 434 SEDIMENTION BASI)	282,853
13000.077600.560650	00228301	Construction in Progress (SYLVAN LK/ YANKEE LK SUBBASIN)	51,718
13000.337900	00241701	Local Grants and Aid (Joint Participation Proj -IFAS)	1,218,326
13000.077600.560650	00241801	Construction in Progress (Demolition - IFAS)	137,203
13000.077600.560680	00242301	Construction and Design (W BEAR GULLY DRAINAGE)	200

Account Number	Project #	Account Title	Amount
13000.366150	00278602	Proportionate Share Payments	117
		(TMDL(HOWELL CREEK))	
13000.999930.599998		Reserve for Contingencies	2,016,254
13300.999987.599998		Reserve for Contingencies	67,102
30600.010571.599998		Reserve for Contingencies	324,586
32000.010575.599998		Reserve for Contingencies	1,283,146
32100.334490	00187713	Transportation Revenue Grant	138,874
		(Cross Seminole Trail-Phase II)	
32100.999990.599994		Reserve for Capital Improvements	4,292,453
32200.010573.599998		Reserve for Contingencies	2,531,055
40100.337900	00181601	Local Grants and Aid	7,530,000
		(YANKEE LK SURFACE WATER PLANT)	
40100.999903.599998		Reserve for Contingencies	2,559,901
40102.999918.599994		Reserve for Capital Improvements	4,586,062
40103.999919.599998		Reserve for Contingencies	8,490,024
40105.999915.599994		Reserve for Capital Improvements	82,644,398
40201.999942.599998		Reserve for Contingencies	5,193,459
50100.999920.599998		Reserve for Contingencies	200,000

**Total Uses** 

\$ 263,971,551

		Seminole Cou	nty Government	
			RYFORWARDS	
Fund	Department	Project	Description	Amount
General F				
00100	Administrative Services	00207301 Fallen Officer		\$ 254,931
00100	Administrative Services	00234803 Health Depar		950,000
00100	Administrative Services		em Access Upgrade - Public Safety Building	448,584
00100	Administrative Services	,	stem Upgrade - Public Safety Building	39,105
00100	Administrative Services	00243101 Land Acquisit		9,857,979
00100	Administrative Services	00274801 Animal Servic	-	667,201
00100	Information Technology Services		stem Refresh - County Services Building	644,317
00100	Information Technology Services	00129504 TELEPHONE		650,000
00100	Information Technology Services	00249201 Communicati	•	441,928
00100	Information Technology Services		unty Internet Web Site Redesign	23,072
00100	Information Technology Services	•	of New Web Mapping Services	100,000
00100	Information Technology Services		ewrite Agenda Application	100,000
00100	Information Technology Services		mplement Parks Application	100,000
00100	Information Technology Services		mplement Single Sign On Application	100,000
00100	Information Technology Services	00279610 Create Portal		50,000
00100	Information Technology Services		akes Park Playground Replacement	67,870
00100	Leisure Services	00231101 Class Escom		33,806
00100	Leisure Services		ndscaping On Paved Trails	10,000
00100	Leisure Services	00232001 Lake Jesup E	•	41,176
00100	Leisure Services	00252101 Trails Signag		124,685
00100	Leisure Services	00260301 Sanford Hera	00,	234,500
00100	Leisure Services		gh School Swimming Pool	1,200,000
00100	Planning and Development	00110108 Tree Replace		260,063
00100	Planning and Development	00110205 Comprehensi		126,078
00100 00100	Planning and Development	00110206 Land Develop		249,684
Total Gene	Planning and Development	00110209 Evaluation &	Appraisal Report	 41,838 16,816,817
Total Gene				 10,010,017
Natural La	and Endowment Fund			
00103	Leisure Services	00233901 Natural Lands	s Projects	17,992
Total Natu	Iral Land Endowment Fund			 17,992
Posting In	nprovement Fund			
00104	Leisure Services	8000006 City of Casse	lberry - Boating Improvement Fund	46,200
00104	Leisure Services	-	d - Boating Improvement Fund	53,463
	ting Improvement Fund			 99,663
Total Doal	ang improvement i unu			 33,003
Facilities I	Maintenance Fund			
00108	Administrative Services	00274103 HVAC Replace	ement - Libraries	 804,901
Total Facil	lities Maintenance Fund			 804,901
Ninth Con	t Fuel Tax Fund			
10102	Planning and Development	00110203 Developers C	ommittment Bus Shelters	169,009
	h Cent Fuel Tax Fund	00110200 2010iopoio 0		 169,009
	ation Fund			
	ction Fund	00190201 Panavations	To Fire Stations	1 101 000
11200 11200	Public Safety Public Safety	00189301 Renovations	ervices Training Complex	1,101,080 2,075,695
		<b>3</b> ,	<b>o</b> 1	
11200	Public Safety Public Safety	00235001 Fire Alarm Sy 00256001 Fire Station 2	stem Upgrade - Public Safety Building	23,830 121,967
11200			•	121,967 5,732,167
11200				
11200	Public Safety	00258001 Fire Station 2	laintenance Projects	
11200 11200	Public Safety Public Safety	00258001 Fire Station 2 00277901 Fire Station N	laintenance Projects	 129,250
11200 11200	Public Safety		laintenance Projects	
11200 11200 <b>Total Fire</b>	Public Safety Public Safety		laintenance Projects	 129,250
11200 11200 <b>Total Fire</b>	Public Safety Public Safety Protection Fund	00277901 Fire Station N	laintenance Projects be Rd) - SR 46 to US 17-92	 129,250

		Seminole Count	y Government	
		PROJECT CARE	YFORWARDS	
Fund	Department	Project	Description	Amount
991 Infra	structure Sales Tax Fund (cont)			
1500	Public Works	00006202 Bunnell Rd/Ede	· · · · · · · · · · · · · · · · · · ·	11,030,058
1500	Public Works		en Park Utility Relocation (Altamonte)	500,905
1500	Public Works	00006301 Chapman Rd - S		3,439,418
1500	Public Works	00006602 CR 419/Eastern		4,052
1500	Public Works	00007002 Mitigation - Cou 00008702 Seminola Blvd/0		382
1500 1500	Public Works Public Works		rd IIB - Ohio Ave to SR 415	33,000 750,000
1500	Public Works		r East Lake Mary Boulevard and OSAI Airport	394,259
1500	Public Works	00011401 CR 46A III - CR		54,42
1500	Public Works	00012401 Lake Dr - Semir		3,246
1500	Public Works		ola Blvd to Tuskawilla Rd (Casselberry)	133,113
1500	Public Works		iola Blvd to Tuskawilla Rd (SNOCWTR)	52,205
1500	Public Works		range County Line to SR 436	19,34
1500	Public Works	00024202 Howell Branch F	Rd - Lake Howell Rd to SR 436 - Landscaping	62,400
1500	Public Works		- Sand Pond Rd to Longwood Hills Rd	2,290,25
1500	Public Works		s Road & Drainage Improvements	9,902
1500	Public Works	00251401 Rail Related Tra	Insit	2,310,000
1500	Public Works	999999999 Project Continge	ency	362,434
otal 1991	1 Infrastructure Sales Tax Fund		-	26,443,522
001 Infra	structure Sales Tax Fund			
<b>001 mira</b> 1541	Public Works	00008302 Sweetwater Cov	e Tributary	1,000,000
1541	Public Works	00174503 SR 434 Sedime	5	800,000
1541	Public Works		County Road 15 to French Avenue	2,000,000
1541	Public Works	00191636 CR 431 (Orange		356,19
1541	Public Works	00191640 Country Club Ro	,	1,624,89
1541	Public Works	-	and Ave - Intersection Improvement	64,580
1541	Public Works	00191646 SR 426 - Tuska	willa Rd to SR 417	2,025,708
1541	Public Works	00191649 SR 436 at Hunt	Club Blvd - Intersection Improvement	48,892
1541	Public Works	00191650 CR 46A and US	17-92 - Intersection Improvement	28,812
1541	Public Works	00191651 Upsala Road - 9	0 Degree Curve	556,563
1541	Public Works	00191652 CR 426 Safety I	mprovements	923,309
1541	Public Works	00191654 Jacobs Trail		400,000
1541	Public Works	00191656 Longwood - Lak		41,803
1541	Public Works	-	A at Colonial Parkway Intersection Improvement	312,286
1541	Public Works		national Parkway Intersection Improvement	38,075
1541 1541	Public Works Public Works	•	7 at State Road 436 Intersection Improvement	329,808
1541	Public Works	00191667 Lake Mary Boul	evard at US 17-92 Intersection Improvement	15,954 100,000
1541	Public Works		Rd Intersection Improvements	409,043
1541	Public Works		Road - Fox Valley Drive to County Line	205,894
1541	Public Works	1 0	Orange County Line to SR 436	137,784
1541	Public Works		s Rd (E Williamson to Lake Mary)	87,38
1541	Public Works	00192564 North Line Dr Si		88,160
1541	Public Works	00192572 Park Drive Side		100,000
1541	Public Works	00192582 West 27th Stree	at Sidewalk	384,165
1541	Public Works	00192583 Airport Boulevar		145,350
1541	Public Works	00192584 County Road 46		375,00
1541	Public Works	00192590 Jackson Street		162,84
1541	Public Works	00192592 Midway Elemen	•	95,000
1541	Public Works	-	Boulevard (CR 427) Sidewalk	516,68
1541	Public Works	00192594 Snow Hill Road		77,294
1541	Public Works		nd Moyeses Road Sidewalk	245,364
1541	Public Works	0	trian Overpass at Elementary School	3,925,130
1541 1541	Public Works	00197001 US 17-92 Sanfo	•	2,900,000
1541 1541	Public Works Public Works	00198102 CR 419 Widenir	ig Lanes 9 Oviedo Cost Shared (TRIPS)	1,400,000
1041			strian Overpass (County / City Shared Cost)	5,811,517 2,000,000
1541	Public Works	UU2U52U4 Alfamonte Pede	Sirian Overbass (County / City Snared Cost	/ [

		Seminole County Government	
		PROJECT CARRYFORWARDS	
Fund	Department	Project Description	Amount
2001 Infra	structure Sales Tax Fund (cont)	· ·	
11541	Public Works	00205302 SR 434 - Montgomery Rd to I-4 (TRIPS)	8,960,320
11541	Public Works	00205304 SR 434 - Rangeline Rd to CR 427 (TRIPS)	469,550
11541	Public Works	00205305 State Road 434 - Montgomery to I-4 - Utility Relocation	674,845
11541	Public Works	00205527 County Road 46A at Ridgewood Mast Arms	75,000
11541	Public Works	00205537 S Sanford Ave at Lake Mary Blvd Mast Arms	290,000
11541 11541	Public Works Public Works	00205538 US 17-92 at Laura Street - Mast Arm 00205726 Network AsBuilts	69,000 350,016
11541	Public Works	00206201 Dyson Drive School Safety Sidewalk	344,095
11541	Public Works	00209102 Anchor Road Drainage Improvement	2,122,234
11541	Public Works	00209105 Curryville Rd Culverts	425,582
11541	Public Works	00209106 Wekiva Park Drive	398,739
11541	Public Works	00209108 Lincoln Heights Drainage Improvements	716,506
11541	Public Works	00209113 Red Bug Lake Rd Outfall Drainage Improvements	1,260,086
11541	Public Works	00209114 Red Bug Lake Rd at Howell Creek Erosion Control	275,000
1541	Public Works	00226301 SR 436 at Red Bug Lake Rd Interchange	23,372
1541	Public Works	00226501 US 17-92 - Orange County Line to Lake of the Woods Blvd	1,038,481
1541	Public Works	00226502 US 17-92 Utilities - Orange County to Lake of the Woods	77,201
1541	Public Works	00227032 County Road 15 (Country Club Road) Pavement Rehabilitation	283,324
11541	Public Works	00227038 Wekiva Springs Rd (County Line to Hunt Club) Pavement Rehab	82,800
11541	Public Works	00227040 County Road 415 / 13th Street Pavement Rehabilitation	200,000
11541	Public Works	00227041 County Road 415 / Celery Avenue Pavement Rehabilitation	150,000
1541	Public Works	00228301 Sylvan Lake Outfall / Lake Level Control	2,062,832
1541	Public Works	00229001 Cassel Creek Stormwater Facility	400,000
1541 1541	Public Works Public Works	00229203 Cross Seminole Trail - Osprey Trail Railroad Crossing	6,621
11541	Public Works Public Works	00229204 Aloma Ave at Red Bug Lake Rd - Pedestrian Overpass 00229205 Lake Mary Blvd at International Pkwy - Pedestrian Crossing	1,976,220 4,757,180
11541	Public Works	00242301 Bear Gully Drainage Improvements	301,368
1541	Public Works	00247706 Magnolia Ave - 27th St to South To - Pavement	89,900
1541	Public Works	00258301 Innovative Waste Management Grant	178,022
1541	Public Works	00258401 Lockhart Smith Canal Regional Stormwater Facility	9,157
1541	Public Works	00275601 Fernwood Blvd. Pedestrian Crossing	80,000
1541	Public Works	00277001 Lake Mary Boulevard at Sun Drive Secondary Drainage	120,000
	Public Works	99999999 Project Contingency	100.000
1541		_	400,000
	I Infrastructure Sales Tax Fund	_	400,000 58,400,950
Total 2001	I Infrastructure Sales Tax Fund	-	
Total 2001 Communi	I Infrastructure Sales Tax Fund ty Development Block Grant Fund		58,400,950
<b>Fotal 200</b> 1 <b>Communi</b> 11901	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services	80000000 Jamestown Sanitary Sewer 06/07	58,400,950
Total 2001 Communi 11901	I Infrastructure Sales Tax Fund ty Development Block Grant Fund	80000000 Jamestown Sanitary Sewer 06/07	58,400,950
Fotal 2001 Communi 11901 Fotal Com	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services nmunity Development Block Gran	80000000 Jamestown Sanitary Sewer 06/07	58,400,950
Communi 11901 Total Com	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services nmunity Development Block Gran rants Fund	80000000 Jamestown Sanitary Sewer 06/07	58,400,950 712,840 712,840
Total 2001 Communi 11901 Total Com FRDAP Gi 11914	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services nmunity Development Block Gran	80000000 Jamestown Sanitary Sewer 06/07 t Fund 00234601 Jetta Point Park	58,400,950 712,840 712,840 335,611
Fotal 2001 Communi 11901 Fotal Com FRDAP Gi 11914 11914	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services	80000000 Jamestown Sanitary Sewer 06/07 t Fund	58,400,950 712,840 712,840 335,611 76,281
Total 2001 Communi 11901 Total Com FRDAP Gi 11914 11914 Total FRD	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services AP Grants Fund	80000000 Jamestown Sanitary Sewer 06/07 t Fund 00234601 Jetta Point Park	58,400,950 712,840 712,840 335,611 76,281
Fotal 2001 Communi 11901 Fotal Com FRDAP Gi 11914 11914 Fotal FRD Public Wo	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services VAP Grants Fund orks Grants Fund	80000000 Jamestown Sanitary Sewer 06/07 t Fund	58,400,950 712,840 712,840 335,611 76,281 411,892
Fotal 2001           Communi           11901           Fotal Corr           FRDAP Gi           11914           11914           Fotal FRD           Public Wc           11916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services VAP Grants Fund Public Works	80000000 Jamestown Sanitary Sewer 06/07 t Fund	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257
Total 2001 Communi 11901 Fotal Com FRDAP Gi 11914 Total FRD Public Wo 11916 11916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services AP Grants Fund prks Grants Fund Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07 t Fund	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853
Total 2001 Communi 1901 Fotal Com FRDAP Gi 1914 Fotal FRD Public Wo 1916 1916 1916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services VAP Grants Fund Public Works Public Works Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07 t Fund	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874
Total 2001 Communi 1901 Total Com Pathene 1914 Total FRD Public Wo 1916 1916 1916 1916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services VAP Grants Fund orks Grants Fund Public Works Public Works Public Works Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07 t Fund 00234601 Jetta Point Park 80000010 FRDAP Grant - Wilson's Landing 00008302 Sweetwater Cove Tributary 00174503 SR 434 Sedimention Basin 00187713 Cross Seminole Trail - Milker to Red Bug Lake 00192599 East Hillcrest Street / Alpine Street Sidewalk	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519
Total 2001 Communi 1901 Total Com FRDAP Gi 1914 Total FRD Public Wo 1916 1916 1916 1916 1916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services VAP Grants Fund orks Grants Fund Public Works Public Works Public Works Public Works Public Works Public Works Public Works Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07 t Fund 00234601 Jetta Point Park 80000010 FRDAP Grant - Wilson's Landing 00008302 Sweetwater Cove Tributary 00174503 SR 434 Sedimention Basin 00187713 Cross Seminole Trail - Milker to Red Bug Lake 00192599 East Hillcrest Street / Alpine Street Sidewalk 00205302 SR 434 - Montgomery Rd to I-4 (TRIPS)	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519 6,150,000
Total 2001 Communi 1901 Total Com FRDAP Gi 1914 Total FRD Public Wo 1916 1916 1916 1916 1916 1916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services VAP Grants Fund orks Grants Fund Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07 t Fund 00234601 Jetta Point Park 80000010 FRDAP Grant - Wilson's Landing 00008302 Sweetwater Cove Tributary 00174503 SR 434 Sedimention Basin 00187713 Cross Seminole Trail - Milker to Red Bug Lake 00192599 East Hillcrest Street / Alpine Street Sidewalk 00205302 SR 434 - Montgomery Rd to I-4 (TRIPS) 00233801 CLUB II REGIONAL STORMWATER FACILITY/JPP	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519 6,150,000 44,414
Total 2001 Communi 1901 Total Com FRDAP Gi 1914 Total FRD Public Wo 1916 1916 1916 1916 1916 1916 1916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services AP Grants Fund Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07 t Fund 00234601 Jetta Point Park 80000010 FRDAP Grant - Wilson's Landing 00008302 Sweetwater Cove Tributary 00174503 SR 434 Sedimention Basin 00187713 Cross Seminole Trail - Milker to Red Bug Lake 00192599 East Hillcrest Street / Alpine Street Sidewalk 00205302 SR 434 - Montgomery Rd to I-4 (TRIPS) 00233801 CLUB II REGIONAL STORMWATER FACILITY/JPP 00241701 Midway Regional Stormwater Facility (IFAS)/Joint Participant	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519 6,150,000 44,414 3,132,511
Total 2001 Communi 11901 Total Com FRDAP Gi 11914 Total FRD Total FRD Public Wo 11916 11916 11916 11916 11916 11916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services AP Grants Fund Public Works Public Works	8000000 Jamestown Sanitary Sewer 06/07 t Fund 00234601 Jetta Point Park 80000010 FRDAP Grant - Wilson's Landing 00008302 Sweetwater Cove Tributary 00174503 SR 434 Sedimention Basin 00187713 Cross Seminole Trail - Milker to Red Bug Lake 00192599 East Hillcrest Street / Alpine Street Sidewalk 00205302 SR 434 - Montgomery Rd to I-4 (TRIPS) 00233801 CLUB II REGIONAL STORMWATER FACILITY/JPP 00241701 Midway Regional Stormwater Facility (IFAS)/Joint Participant 00255801 SR 46 Gateway Sidewalk - Hickman Dr to Airport Blvd / JPP	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519 6,150,000 44,414 3,132,511 26,580
Total 2001 Communi 11901 Total Com FRDAP Gi 11914 Total FRD Public Wo 11916 11916 11916 11916 11916 11916 11916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services AP Grants Fund Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07         t Fund         00234601 Jetta Point Park         80000010 FRDAP Grant - Wilson's Landing         00008302 Sweetwater Cove Tributary         00174503 SR 434 Sedimention Basin         00187713 Cross Seminole Trail - Milker to Red Bug Lake         0012599 East Hillcrest Street / Alpine Street Sidewalk         002033801 CLUB II REGIONAL STORMWATER FACILITY/JPP         00241701 Midway Regional Stormwater Facility (IFAS)/Joint Participant         0025801 SR 46 Gateway Sidewalk - Hickman Dr to Airport Blvd / JPP         00258401 Lockhart Smith Canal Regional Stormwater Facility	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519 6,150,000 44,414 3,132,511 26,580 28,054
Total 2001 Communi 11901 Total Com FRDAP Gi 11914 Total FRD Total FRD 11916 11916 11916 11916 11916 11916 11916 11916 11916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services AP Grants Fund Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07         t Fund         00234601 Jetta Point Park         80000010 FRDAP Grant - Wilson's Landing         00008302 Sweetwater Cove Tributary         00174503 SR 434 Sedimention Basin         00187713 Cross Seminole Trail - Milker to Red Bug Lake         00192599 East Hillcrest Street / Alpine Street Sidewalk         00233801 CLUB II REGIONAL STORMWATER FACILITY/JPP         00241701 Midway Regional Stormwater Facility (IFAS)/Joint Participant         00255801 SR 46 Gateway Sidewalk - Hickman Dr to Airport Blvd / JPP         0025801 Lockhart Smith Canal Regional Stormwater Facility         00275601 Fernwood Blvd. Pedestrian Crossing	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519 6,150,000 44,414 3,132,511 26,580 28,054 120,000
Total 2001 Communi 11901 Total Com FRDAP Gi 11914 Total FRD Total FRD Public Wc 11916 11916 11916 11916 11916 11916 11916	I Infrastructure Sales Tax Fund ty Development Block Grant Fund Community Services munity Development Block Gran rants Fund Leisure Services Leisure Services AP Grants Fund Public Works Public Works	80000000 Jamestown Sanitary Sewer 06/07         t Fund         00234601 Jetta Point Park         80000010 FRDAP Grant - Wilson's Landing         00008302 Sweetwater Cove Tributary         00174503 SR 434 Sedimention Basin         00187713 Cross Seminole Trail - Milker to Red Bug Lake         0012599 East Hillcrest Street / Alpine Street Sidewalk         002033801 CLUB II REGIONAL STORMWATER FACILITY/JPP         00241701 Midway Regional Stormwater Facility (IFAS)/Joint Participant         0025801 SR 46 Gateway Sidewalk - Hickman Dr to Airport Blvd / JPP         00258401 Lockhart Smith Canal Regional Stormwater Facility	58,400,950 712,840 712,840 335,611 76,281 411,892 327,257 282,853 138,874 2,519 6,150,000 44,414 3,132,511 26,580 28,054



Emergency 911 Fund         108.287           Total Emergency 911 Fund         108.287           Total Emergency 911 Fund         108.287           Arterial Transportation Impact Fee Fund         133.876           12601         Public Works         0000702 Seminal Bud@Cmeatured Fams Store         420.000           12801         Public Works         0000702 Seminal Bud@Cmeatured Fams Store         420.000           12801         Public Works         0001410 GF 46411 (CF 15 to GU Lake May Rd         204.730           12801         Public Works         00024202 Public Contingency         73.1565           12801         Public Works         00004101 Lake Emm Rd - Sand Pond Rd to Longwood Hills Rd         676.009           12802         Public Works         00006202 Bunnell Rd Eden Park Are (Construction)         6.102.067           12803         Public Works         00006202 Bunnell Rd Eden Park Are (Construction)         6.102.067           12803         Public Works         00006202 Bunnell Rd Eden Park Vulty Relocation (Atamonte)         32.850           12804         Public Works         00006202 Bunnell Rd Eden Park Are (Construction)         6.102.067           12803         Public Works         00006202 Bunnell Rd Eden Park Are (Construction)         532.250           12804         Public Works         00006202	Fund	Department	Project	Description	Amount
Total Emergency 911 Fund         108.287           Arterial Transportation Impact Fee Fund         133.876           12601         Public Works         00006102 Airport Bivd II & III - US 17-92 to SR 46 (Construction)         133.876           12601         Public Works         00006702 Similab Bivd(Cimberland Farms Store         42,000           12601         Public Works         0000702 Mingation - County Road 427         481           12601         Public Works         00007120 Aimingation Bavd(Cimberland Farms Store         42,000           12601         Public Works         00024021 Evelobil Bivd(Cimberland Farms Store         42,000           12601         Public Works         00054101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd         676,009           12610         Public Works         00006203 Bunnell Rd/Edian Park Ave (Construction)         6,102,667           12602         Public Works         00006203 Bunnell Rd/Edian Park Ave (Construction)         6,102,667           12603         Public Works         00006203 Bunnell Rd/Edian Park Ave (Construction)         6,102,667           12604         Public Works         00006203 Bunnell Rd/Edian Park Ave (Construction)         6,102,677           12604         Public Works         00006203 Bunnell Rd/Edian Park Ave (Construction)         6,722,938           12604         Public	-	•	0027/701 Enhance	d E-011 Recording System	108 287
Arterial Transportation Impact Fee Fund         133.876           12601         Public Works         00006102 Arport Bivd II & III - US 17-92 to SR 46 (Construction)         133.876           12601         Public Works         00008702 Seminola Bivd/Cumberland Farms Store         42,000           12601         Public Works         00014101 CR 464 htt Lake Mary Rd         204,730           12601         Public Works         00024202 Howell Branch Rd - Lake Howell Rd to SR 436 - Landscaping         78,156           12601         Public Works         00024202 Howell Branch Rd - Lake Howell Rd to SR 436 - Landscaping         78,156           12602         Public Works         00006203 Bunnell Arterial Transportation Impact Fee Fund         592.253           North Collector Transportation Impact Fee Fund           Vest Collector Transportation Impact Fee Fund            2,3					
12801     Public Works     00000102 Alignetic U-US 17-92 to SR 46 (Construction)     133.876       12801     Public Works     00000702 Milgnetic - County Read 427     891       12801     Public Works     00002402 Eminola Blvd/Cumberland Farms Store     42,000       12801     Public Works     00024022 Howell Branch R4 - Lake Howell R4 to SR 436 - Landscaping     132,860       12801     Public Works     00024022 Howell Branch R4 - Lake Howell R4 to SR 436 - Landscaping     78,156       Total Atterial Transportation Impact Fee Fund     592,253     592,253       North Collector Transportation Impact Fee Fund     676,009     676,009       Vest Collector Transportation Impact Fee Fund     676,009     32,260       Total North Collector Transportation Impact Fee Fund     6,102,067     32,250       Total Works     00006202 Bunnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00006203 Bunnell Rd/Eden Park Ves (Construction)     6,102,067       12803     Public Works     00006203 Bunnell Rd/Eden Park Ves (Construction)     32,250       Total West Collector Transportation Impact Fee Fund     2,32,850     32,250       Total West Collector Transportation Impact Fee Fund     2,300,817     32,360       South Central Collector Transportation Impact Fee Fund     2,300,817     32,360       Total South Central Collector Transporta					100,207
12801     Public Works     00000102 Alignetic U-US 17-92 to SR 46 (Construction)     133.876       12801     Public Works     00000702 Milgnetic - County Read 427     891       12801     Public Works     00002402 Eminola Blvd/Cumberland Farms Store     42,000       12801     Public Works     00024022 Howell Branch R4 - Lake Howell R4 to SR 436 - Landscaping     132,860       12801     Public Works     00024022 Howell Branch R4 - Lake Howell R4 to SR 436 - Landscaping     78,156       Total Atterial Transportation Impact Fee Fund     592,253     592,253       North Collector Transportation Impact Fee Fund     676,009     676,009       Vest Collector Transportation Impact Fee Fund     676,009     32,260       Total North Collector Transportation Impact Fee Fund     6,102,067     32,250       Total Works     00006202 Bunnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00006203 Bunnell Rd/Eden Park Ves (Construction)     6,102,067       12803     Public Works     00006203 Bunnell Rd/Eden Park Ves (Construction)     32,250       Total West Collector Transportation Impact Fee Fund     2,32,850     32,250       Total West Collector Transportation Impact Fee Fund     2,300,817     32,360       South Central Collector Transportation Impact Fee Fund     2,300,817     32,360       Total South Central Collector Transporta	Arterial 1	<b>Fransportation Impact Fee Fund</b>			
12601         Public Works         00007022 Seminal and Farms Store         42,000           12601         Public Works         00001401 CR 46A III - CR 15 to Old Lake Mary Rd         204,730           12601         Public Works         00024202 Howell Branch Rd - Lake Howell Rd to SR 436 - Landscaping         132,800           12601         Public Works         99999999 Project Contingency         78,156           12601         Public Works         00054101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd         676,009           12602         Public Works         00005202 Burnell Rd/Eden Park Ave (Construction)         6,102,067           12603         Public Works         00005202 Burnell Rd/Eden Park Ave (Construction)         6,102,067           12603         Public Works         00005202 Burnell Rd/Eden Park Ave (Construction)         6,102,067           12603         Public Works         00005203 Burnell Rd/Eden Park Ave (Construction)         6,102,067           12604         Public Works         00005203 Burnell Rd/Eden Park Ave (Construction)         6,722,396           12604         Public Works         00005203 Burnell Rd/Eden Park Ave (Construction)         6,722,395           12604         Public Works         00006203 Chapman Rd - SR 426 to SR 434         2,390,517           12604         Public Works         00012401 Lake Dr - Sem			00006102 Airport B	vd II & III - US 17-92 to SR 46 (Construction)	133,876
12801         Public Works         00011401 CR 46A III - CR 15 to Old Lake Howel Rd to SR 436 - Landscaping         204.730           12801         Public Works         99999999 Project Contingency         78.156           Total Arterial Transportation Impact Fee Fund         592.253         592.253           North Collector Transportation Impact Fee Fund         676.009         676.009           Vest Collector Transportation Impact Fee Fund         676.009         6772.086           12033         Public Works         00006202 Burnell and Eden Park Ave (Construction)         6,102.607           12033         Public Works         00006301 Burnel and Eden Park Utility Relocation (Altamonte)         580.019           12034         Public Works         00006301 Chapman Rd - SR 426 to SR 434         2.390.517           12040         Public Works         000021401 Lake Dr - Seminola Bivd to Tuskawilla Rd         109.571           12041         Public Works         00024301 Chap Dr - Seminola Bivd to Tuskawilla Rd         109.571           12041         Public Works         00024504 Curthouse Ren	12601	Public Works			891
12801     Public Works     00024202 Howell Branch Rd - Lake Howell Rd to SR 436 - Landscaping     132,800       12801     Public Works     999999 Project Conlingency     76,156       12802     Public Works     00054101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd     676,009       12803     Public Works     00056202 Burnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00056202 Burnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00056202 Burnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00056202 Burnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00056202 Burnell Rd/Eden Park Ave (Construction)     6,122,093       12804     Public Works     00056301 Chapman Rd - SR 426 to SR 434     2,390,517       12804     Public Works     00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd     109,571       12805     Public Works     00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd     109,571       1281     Public Safety     00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd     109,571       1281     Public Safety     00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd     109,571       1281     Public Safety     00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd     109,571       1281 <t< td=""><td>12601</td><td>Public Works</td><td>00008702 Seminola</td><td>Blvd/Cumberland Farms Store</td><td>42,000</td></t<>	12601	Public Works	00008702 Seminola	Blvd/Cumberland Farms Store	42,000
12601       Public Works       9999999 Project Contingency       78,156         Total Arterial Transportation Impact Fee Fund       592,253         12602       Public Works       00064101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd       676,009         Total North Collector Transportation Impact Fee Fund       676,009       676,009         West Collector Transportation Impact Fee Fund       676,009         12603       Public Works       00006202 Bunnell Rd/Eden Park Ave (Construction)       6,102,067         12603       Public Works       00006202 Bunnell Rd/Eden Park Utility Relocation (Altamonte)       588,019         12603       Public Works       00004601 Wymore Rd - Orange County Line to SR 436       6,722,936         East Collector Transportation Impact Fee Fund       2,390,517       70tal South Central Collector Transportation Impact Fee Fund         12805       Public Works       00012401 Lake Dr - Seminola Bivd to Tuskawilla Rd       109,571         Total South Central Collector Transportation Impact Fee Fund       2,390,517       778         12801       Public Safety       00012401 Lake Dr - Seminola Bivd to Tuskawilla Rd       109,571         Total South Central Collector Transportation Impact Fee Fund       2,486,566       2,486,566         County Civil Mediation Fund       129,577       129,577       129,577       129,575	12601	Public Works	00011401 CR 46A I	II - CR 15 to Old Lake Mary Rd	204,730
Total Arterial Transportation Impact Fee Fund         592,253           North Collector Transportation Impact Fee Fund         676,009           Total North Collector Transportation Impact Fee Fund         676,009           Vest Collector Transportation Impact Fee Fund         6,102,067           12803         Public Works         00064101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd         676,009           West Collector Transportation Impact Fee Fund         6,102,067         588,019         588,019           12803         Public Works         0006203 Bunnell and Eden Park Utility Relocation (Altamonte)         588,019           12804         Public Works         00014201 Wymore Rd - Orange County Line to SR 436         6,722,936           East Collector Transportation Impact Fee Fund         2,390,517         2,390,517           Total East Collector Transportation Impact Fee Fund         2,390,517         2,390,517           South Central Collector Transportation Impact Fee Fund         109,571         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571         109,571           12801         Public Works         00012804 Traffic Preemption Devices (20)         3,778           12801         Public Stately         00249501 Fire Station 19 - Greenwood Lakes         2,452,781           12801         Public Sta	12601	Public Works	00024202 Howell B	ranch Rd - Lake Howell Rd to SR 436 - Landscaping	132,600
North Collector Transportation Impact Fee Fund         676,009           12602         Public Works         00064101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd         676,009           West Collector Transportation Impact Fee Fund         0006202 Bunneli Rd/Eden Park Ave (Construction)         6,102,067           12603         Public Works         00006202 Bunneli Rd/Eden Park Vitity Relocation (Atamonte)         588,019           12603         Public Works         000044001 Wymore Rd - Orange County Line to SR 436         32,850           Total West Collector Transportation Impact Fee Fund         2,390,517         704         2,390,517           Total East Collector Transportation Impact Fee Fund         2,390,517         704         2,390,517           South Central Collector Transportation Impact Fee Fund         109,571         109,571         109,571           12604         Public Safety         00012804 Traffic Preemytion Devices (20)         3,776           12801         Public Safety         00012804 Traffic Preemytion Devices (20)         3,776           12801         Public Safety         00045204 Courthouse Renovations         185,975           Total Fire / Rescue Impact Fee Fund         2,436,566         2,436,566           County Civil Mediation Fund         128,257         128,375         128,375           Total Fire / Rescue	12601	Public Works	99999999 Project C	ontingency	78,156
12802     Public Works     00054101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd     676,099       Vest Collector Transportation Impact Fee Fund     676,091       12803     Public Works     00006202 Bunnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00006203 Bunnell and Eden Park Villity Relocation (Altamonte)     588,019       12803     Public Works     00014601 Wymore Rd - Orange County Line to SR 436     2,32,850       Total West Collector Transportation Impact Fee Fund     6,722,936       East Collector Transportation Impact Fee Fund     2,390,517       Total East Collector Transportation Impact Fee Fund     2,390,517       South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     2,452,788       Total Fire / Rescue Impact Fee Fund     2,452,788       Total Fire / Rescue Impact Fee Fund     2,2452,788       Total Fire / Rescue Impact Fee Fund     2,2452,788       Tota	Total Art	erial Transportation Impact Fee	Fund		592,253
12802     Public Works     00054101 Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd     676,099       Vest Collector Transportation Impact Fee Fund     676,091       12803     Public Works     00006202 Bunnell Rd/Eden Park Ave (Construction)     6,102,067       12803     Public Works     00006203 Bunnell and Eden Park Villity Relocation (Altamonte)     588,019       12803     Public Works     00014601 Wymore Rd - Orange County Line to SR 436     2,32,850       Total West Collector Transportation Impact Fee Fund     6,722,936       East Collector Transportation Impact Fee Fund     2,390,517       Total East Collector Transportation Impact Fee Fund     2,390,517       South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     109,571       Total South Central Collector Transportation Impact Fee Fund     2,452,788       Total Fire / Rescue Impact Fee Fund     2,452,788       Total Fire / Rescue Impact Fee Fund     2,2452,788       Total Fire / Rescue Impact Fee Fund     2,2452,788       Tota					
Total North Collector Transportation Impact Fee Fund       676,009         West Collector Transportation Impact Fee Fund       676,009         12603       Public Works       00006202 Bunnell and Eden Park Ave (Construction)       6,102,067         12603       Public Works       00006203 Bunnell and Eden Park Utility Relocation (Altamonte)       588,019         12603       Public Works       00014601 Wymore Rd - Orange County Line to SR 436       32,850         Total West Collector Transportation Impact Fee Fund       6,722,936       6,722,936         South Central Collector Transportation Impact Fee Fund       2,390,517       701         South Central Collector Transportation Impact Fee Fund       109,571       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571       109,571         Total South Central Collector Transportation Impact Fee Fund					
West Collector Transportation Impact Fee Fund         6.102.067           12603         Public Works         00006203 Bunnell and Eden Park Ave (Construction)         6.102.067           12603         Public Works         00006203 Bunnell and Eden Park Utility Relocation (Altamonte)         588.019           12603         Public Works         00014601 Wymore Rd - Orange County Line to SR 436         588.019           12604         Public Works         00005031 Chapman Rd - SR 426 to SR 434         2.390.517           South Central Collector Transportation Impact Fee Fund         00012804 Unapman Rd - SR 426 to SR 434         2.390.517           South Central Collector Transportation Impact Fee Fund         00012801 Lake Dr - Seminola Blvd to Tuskawilla Rd         109.571           Total South Central Collector Transportation Impact Fee Fund         2.452.788         109.571           Total South Central Collector Transportation Impact Fee Fund         2.452.788         2.452.788           Total South Central Collector Transportation Impact Fee Fund         109.571         118.975           I2801         Public Safety         00014504 Traffic Preemption Devices (20)         3.778           12801         Public Safety         00045204 Courthouse Renovations         185.975           Total County Civil Mediation Fund         213.257         185.975         185.975           Tot				ma Rd - Sand Pond Rd to Longwood Hills Rd	
12603         Public Works         00006202 Bunnell Rd/Eden Park Ave (Construction)         6,102,067           12603         Public Works         00006202 Bunnell and Eden Park Utility Relocation (Altamonte)         588.019           12603         Public Works         00014601 Wymore Rd - Orange County Line to SR 436         32.850           County Line to SR 436         0.23.950         6,722.936         32.850           East Collector Transportation Impact Fee Fund         00008301 Chapman Rd - SR 426 to SR 434         2.390,517           South Central Collector Transportation Impact Fee Fund         00012401 Lake Dr - Seminola Bivd to Tuskawilla Rd         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           Total South Central Collector Transportation Impact Fee Fund         2,456,768           12801         Public Safety         00012804 Traffic Preemption Devices (20)         3,778           12801         Public Safety         00045204 Courthouse Renovations         185,975           Total Court Civil Mediation Fund         128,5075         185,975	Total No	rth Collector Transportation Imp	act Fee Fund		676,009
12603         Public Works         00006202 Bunnell Rd/Eden Park Ave (Construction)         6,102,067           12603         Public Works         00006202 Bunnell and Eden Park Utility Relocation (Altamonte)         588.019           12603         Public Works         00014601 Wymore Rd - Orange County Line to SR 436         32.850           County Line to SR 436         0.23.950         6,722.936         32.850           East Collector Transportation Impact Fee Fund         00008301 Chapman Rd - SR 426 to SR 434         2.390,517           South Central Collector Transportation Impact Fee Fund         00012401 Lake Dr - Seminola Bivd to Tuskawilla Rd         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           Total South Central Collector Transportation Impact Fee Fund         2,456,768           12801         Public Safety         00012804 Traffic Preemption Devices (20)         3,778           12801         Public Safety         00045204 Courthouse Renovations         185,975           Total Court Civil Mediation Fund         128,5075         185,975	West Col	lector Transportation Impact Eq	e Fund		
12803Public Works00006203 Bunnell and Eden Park Utility Relocation (Altamonte)588.01912803Public Works00014601 Wymore Rd - Orange County Line to SR 43632.850Total West Collector Transportation Impact Fee Fund6.722.93612804Public Works00006301 Chapman Rd - SR 426 to SR 4342.390.517South Central Collector Transportation Impact Fee Fund2.390.517South Central Collector Transportation Impact Fee Fund109.571Total South Central Collector Transportation Impact Fee Fund2.452.788Tablic Varie00012804 Traffic Preemption Devices (20)3.77812801Public Safety00045204 Courthouse Renovations185.975Total Fire / Rescue Impact Fee Fund185.975213.257Circuit Civil Mediation Fund128.075213.257Total Court, Civil Mediation Fund213.257213.257Family Mediation Fund190.000190.000Total Fire / Rud0045204 Courthouse Renovations190.000Total Family Mediation Fund190.000190.00012000Public Works00023002 Chuluota Bypass/CR 419-Snow2.00013000Public Works00229101 Ravy Canal Regional Stormwater Facility46.47513000Public Works002291				2d/Eden Park Ave (Construction)	6 102 067
12803       Public Works       00014601       Wymore Rd - Orange County Line to SR 436       32,850         Total West Collector Transportation Impact Fee Fund       6,722,936         East Collector Transportation Impact Fee Fund       2,390,517         Total East Collector Transportation Impact Fee Fund       2,390,517         South Central Collector Transportation Impact Fee Fund       2,390,517         South Central Collector Transportation Impact Fee Fund       109,571         Total Subic Works       000012401 Lake Dr - Seminola Blvd to Tuskawilla Rd       109,571         Total Subic Works       00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd       109,571         Total Subic Stafety       00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd       109,571         Total Subic Stafety       00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd       109,571         Total Fire / Rescue Impact Fee Fund       12801       Public Stafety       00042901 Fire Station 19 - Greenwood Lakes       2,452,783         Total Circli Civil Mediation Fund       185,975       185,975       185,975       185,975         Circuit Civil Mediation Fund       12902       Administrative Services       00045204 Courthouse Renovations       213,257         Family Mediation Fund       12902       129,000       190,000       190,000       190,000       190,000       <					
Total West Collector Transportation Impact Fee Fund       6,722,336         East Collector Transportation Impact Fee Fund       2,390,517         South Central Collector Transportation Impact Fee Fund       2,390,517         South Central Collector Transportation Impact Fee Fund       2,390,517         South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total Fire / Rescue Impact Fee Fund       2,452,788         Total Fire / Rescue Impact Fee Fund       2,452,788         County Civil Mediation Fund       185,975         Total County Civil Mediation Fund       125,775         Total Find Netation Fund       213,257         Total Family Mediation Fund       190,000         12901       Administrative Services       00045204 Courthouse Renovations       190,000         Total Family Mediation Fund       190,000       190,000       190,000         13000       Public Works       0002452				· · · · · ·	
East Collector Transportation Impact Fee Fund         2,390,517           12004         Public Works         00006301 Chapman Rd - SR 426 to SR 434         2,390,517           South Central Collector Transportation Impact Fee Fund         2,390,517         2,390,517           South Central Collector Transportation Impact Fee Fund         109,571         10012401 Lake Dr - Seminola Blvd to Tuskawilla Rd         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571         1005,71           Fire / Rescue Impact Fee Fund         109,571         1005,71           12801         Public Safety         00124901 Traffic Preemption Devices (20)         3,778           12801         Public Safety         00249501 Fire Station 19 - Greenwood Lakes         2,452,788           70tal Fire / Rescue Impact Fee Fund         2,456,566         2,452,788           12901         Administrative Services         00045204 Courthouse Renovations         185,975           Total County Civil Mediation Fund         213,257         213,257           Family Mediation Fund         190,000         213,257           12000         Administrative Services         00045204 Courthouse Renovations         190,000           12000         Public Works         00045204 Courthouse Renovations         190,000           12000			-	The Polarige County Line to Ort 450	
12804       Public Works       00006301 Chapman Rd - SR 426 to SR 434       2.390,517         Total East Collector Transportation Impact Fee Fund       2.390,517         South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       3,778         12801       Public Safety       00249501 Fire Station 19 - Greenwood Lakes       2,4452,788         Total Fire / Rescue Impact Fee Fund       2,456,566       2,4456,566         County Civil Mediation Fund       185,975       185,975         Total Circuit Civil Mediation Fund       213,257       185,975         Circuit Civil Mediation Fund       213,257       213,257         Total Circuit Civil Mediation Fund       213,257       213,257         Total Circuit Civil Mediation Fund       190,000       190,000         12902       Administrative Services       00045204 Courthouse Renovations       190,000         Total Family Mediation Fund       213,257       213,267       213,267         Family Mediation Fund       200,000 <td< td=""><td></td><td>st conector transportation impa</td><td></td><td></td><td>0,722,930</td></td<>		st conector transportation impa			0,722,930
12804       Public Works       00006301 Chapman Rd - SR 426 to SR 434       2.390,517         Total East Collector Transportation Impact Fee Fund       2.390,517         South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       109,571         Total South Central Collector Transportation Impact Fee Fund       3,778         12801       Public Safety       00249501 Fire Station 19 - Greenwood Lakes       2,4452,788         Total Fire / Rescue Impact Fee Fund       2,456,566       2,4456,566         County Civil Mediation Fund       185,975       185,975         Total Circuit Civil Mediation Fund       213,257       185,975         Circuit Civil Mediation Fund       213,257       213,257         Total Circuit Civil Mediation Fund       213,257       213,257         Total Circuit Civil Mediation Fund       190,000       190,000         12902       Administrative Services       00045204 Courthouse Renovations       190,000         Total Family Mediation Fund       213,257       213,267       213,267         Family Mediation Fund       200,000 <td< td=""><td>East Coll</td><td>ector Transportation Impact Fee</td><td>e Fund</td><td></td><td></td></td<>	East Coll	ector Transportation Impact Fee	e Fund		
Total East Collector Transportation Impact Fee Fund       2.390.517         South Central Collector Transportation Impact Fee Fund       12605         Public Works       00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd       109.571         Total South Central Collector Transportation Impact Fee Fund       109.571         Fire / Rescue Impact Fee Fund       109.571         12801       Public Safety       00012804 Traffic Preemption Devices (20)       3.778         12801       Public Safety       00249501 Fire Station 19 - Greenwood Lakes       2.452.788         Total Fire / Rescue Impact Fee Fund       2.456.566       2.452.788         County Civil Mediation Fund       185.975       185.975         12901       Administrative Services       00045204 Courthouse Renovations       185.975         Total Circuit Civil Mediation Fund       185.975       188.975         Circuit Civil Mediation Fund       12902       Administrative Services       00045204 Courthouse Renovations       213.257         Family Mediation Fund       1290.000       190.000       190.000       190.000         12903       Administrative Services       00045204 Courthouse Renovations       190.000       190.000         12904       Jublic Works       00006402 Chuluota Bypass/CR 419-Snow       2.000       190.000       190.0				n Rd - SR 426 to SR 434	2,390,517
12605         Public Works         00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           12801         Public Safety         00012804 Traffic Preemption Devices (20)         3,778           12801         Public Safety         00249501 Fire Station 19 - Greenwood Lakes         2,452,788           Total Fire / Rescue Impact Fee Fund         2,455,566         2,455,566           County Civil Mediation Fund         185,975         185,975           12901         Administrative Services         00045204 Courthouse Renovations         185,975           Total County Civil Mediation Fund         213,257         213,257           Total Circuit Civil Mediation Fund         213,257           Total Circuit Civil Mediation Fund         213,257           Total Circuit Civil Mediation Fund         213,257           Family Mediation Fund         190,000           12903         Administrative Services         00045204 Courthouse Renovations         190,000           Total Circuit Civil Mediation Fund         213,257         213,257           Family Mediation Fund         190,000         190,000           12903         Administrative Services         00006402 Chuluota Bypasx/CR 419-Snow         2,000	Total Eas	st Collector Transportation Impa	ct Fee Fund		
12605         Public Works         00012401 Lake Dr - Seminola Blvd to Tuskawilla Rd         109,571           Total South Central Collector Transportation Impact Fee Fund         109,571           12801         Public Safety         00012804 Traffic Preemption Devices (20)         3,778           12801         Public Safety         00249501 Fire Station 19 - Greenwood Lakes         2,452,788           Total Fire / Rescue Impact Fee Fund         2,455,566         2,455,566           County Civil Mediation Fund         185,975         185,975           12901         Administrative Services         00045204 Courthouse Renovations         185,975           Total County Civil Mediation Fund         213,257         213,257           Total Circuit Civil Mediation Fund         213,257           Total Circuit Civil Mediation Fund         213,257           Total Circuit Civil Mediation Fund         213,257           Family Mediation Fund         190,000           12903         Administrative Services         00045204 Courthouse Renovations         190,000           Total Circuit Civil Mediation Fund         213,257         213,257           Family Mediation Fund         190,000         190,000           12903         Administrative Services         00006402 Chuluota Bypasx/CR 419-Snow         2,000					
Total South Central Collector Transportation Impact Fee Fund       109,571         Fire / Rescue Impact Fee Fund       3,778         12801       Public Safety       00249501 Fire Station 19 - Greenwood Lakes       2,452,788         Total Fire / Rescue Impact Fee Fund       2,456,566       2,456,566         County Civil Mediation Fund       185,975       185,975         Total County Civil Mediation Fund       185,975       185,975         Circuit Civil Mediation Fund       185,975       185,975         12902       Administrative Services       00045204 Courthouse Renovations       213,257         Cotal Circuit Civil Mediation Fund       185,975       213,257         Total Circuit Civil Mediation Fund       213,257       213,257         Family Mediation Fund       190,000       190,000         12903       Administrative Services       00045204 Courthouse Renovations       190,000         Total Family Mediation Fund       190,000       190,000       190,000         13000       Public Works       00006402 Chuluota Bypass/CR 419-Snow       2,000         13000       Public Works       00229109 Praire Lake Outfall Improvements       3,450         13000       Public Works       00229109 Praire Lake Outfall Improvements       2,619         13000	South Ce	entral Collector Transportation Ir	npact Fee Fund		
Fire / Rescue Impact Fee Fund       00012804 Traffic Preemption Devices (20)       3,778         12801       Public Safety       000249501 Fire Station 19 - Greenwood Lakes       2,452,788         Total Fire / Rescue Impact Fee Fund       00045204 Courthouse Renovations       2,456,566         County Civil Mediation Fund       00045204 Courthouse Renovations       185,975         Total County Civil Mediation Fund       00045204 Courthouse Renovations       185,975         Circuit Civil Mediation Fund       00045204 Courthouse Renovations       213,257         Total Circuit Civil Mediation Fund       00045204 Courthouse Renovations       213,257         Total Circuit Civil Mediation Fund       00045204 Courthouse Renovations       213,257         Family Mediation Fund       190,000       213,257         Total Circuit Civil Mediation Fund       190,000       190,000         12903       Administrative Services       00045204 Courthouse Renovations       190,000         Total Family Mediation Fund       190,000       190,000       190,000         Stormwater Fund       13000       9,000       190,000       190,000         13000       Public Works       00229109 Prarie Lake Outfall Improvements       2,000         13000       Public Works       00229110 Praratelse Pt Subdivision Drainage Improvements				Seminola Blvd to Tuskawilla Rd	109,571
12801Public Safety00012804 Traffic Preemption Devices (20)3,77812801Public Safety00249501 Fire Station 19 - Greenwood Lakes2,452,788Total Fire / Rescue Impact Fee Fund2,452,7882,456,566County Civil Mediation Fund12901Administrative Services00045204 Courthouse Renovations185,975Total County Civil Mediation Fund185,975185,975Circuit Civil Mediation Fund00045204 Courthouse Renovations213,257Total Circuit Civil Mediation Fund213,257213,257Total Circuit Civil Mediation Fund00045204 Courthouse Renovations213,257Total Circuit Civil Mediation Fund190,000213,257Total Family Mediation Fund00045204 Courthouse Renovations190,00012903Administrative Services00045204 Courthouse Renovations190,00013000Public Works0006402 Chuluota Bypass/CR 419-Snow2,00013000Public Works00122010 Rardise Pt Subdivision Drainage Improvements268,24013000Public Works00229106 Paradise Pt Subdivision Drainage Improvements268,24013000Public Works00229114 East Settler Loop2,01913000Public Works00229115 SR 426 at Ahoma Woods Conveyence Improvements366,50013000Public Works00229115 SR 426 at Ahoma Woods Conveyence Improvements366,50013000Public Works00229115 SR 426 at Ahoma Woods Conveyence Improvements366,50013000Public Works00229116 SR 426 at Ahoma Woods Con	Total Sou	uth Central Collector Transporta	tion Impact Fee Fund		109,571
12801Public Safety00012804 Traffic Preemption Devices (20)3,77812801Public Safety00249501 Fire Station 19 - Greenwood Lakes2,452,788Total Fire / Rescue Impact Fee Fund2,452,7882,456,566County Civil Mediation Fund12901Administrative Services00045204 Courthouse Renovations185,975Total County Civil Mediation Fund185,975185,975Circuit Civil Mediation Fund00045204 Courthouse Renovations213,257Total Circuit Civil Mediation Fund213,257213,257Total Circuit Civil Mediation Fund00045204 Courthouse Renovations213,257Total Circuit Civil Mediation Fund190,000213,257Total Family Mediation Fund00045204 Courthouse Renovations190,00012903Administrative Services00045204 Courthouse Renovations190,00013000Public Works0006402 Chuluota Bypass/CR 419-Snow2,00013000Public Works00122010 Rardise Pt Subdivision Drainage Improvements268,24013000Public Works00229106 Paradise Pt Subdivision Drainage Improvements268,24013000Public Works00229114 East Settler Loop2,01913000Public Works00229115 SR 426 at Ahoma Woods Conveyence Improvements366,50013000Public Works00229115 SR 426 at Ahoma Woods Conveyence Improvements366,50013000Public Works00229115 SR 426 at Ahoma Woods Conveyence Improvements366,50013000Public Works00229116 SR 426 at Ahoma Woods Con	(				
12801       Public Safety       00249501 Fire Station 19 - Greenwood Lakes       2,452,788         Total Fire / Rescue Impact Fee Fund       00045204 Courthouse Renovations       185,975         County Civil Mediation Fund       00045204 Courthouse Renovations       185,975         Total County Civil Mediation Fund       00045204 Courthouse Renovations       185,975         Circuit Civil Mediation Fund       00045204 Courthouse Renovations       213,257         Circuit Civil Mediation Fund       00045204 Courthouse Renovations       213,257         Total Circuit Civil Mediation Fund       00045204 Courthouse Renovations       190,000         12903       Administrative Services       00045204 Courthouse Renovations       190,000         Total Family Mediation Fund       190,000       190,000       190,000         Stormwater Fund       19000       190,000       190,000         13000       Public Works       0002910 Rays CR 419-Snow       2,000         13000       Public Works       00229100 Paraelise Pt Subdivision Drainage Improvements       3,450         13000       Public Works       00229106 Paradise Pt Subdivision Drainage Improvements       268,240         13000       Public Works       00229104 Paraelise Pt Subdivision Drainage Improvements       2,019         13000       Public Works		-			- <b></b> -
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13000 Public Works 00246201 Washington Heights Erosion Control 45,816			,	5 1	,
	13000	PUDIIC VVOIKS	00246201 Washing	Ion Heights Erosion Control	45,816

		Seminole Count	y Government	
		PROJECT CARR		
Fund	Department ter Fund (cont)	Project	Description	Amount
13000	Public Works	00255722 Eagle Circle (Sul	odivision Retrofit)	200,00
13000	Public Works	00255723 Hunt Lane (Subd		50,00
13000	Public Works	00259501 Grace Lake Desi		396,78
13000	Public Works		Daily Load Reduction Capital Projects	103,50
13000	Public Works	00276902 Bear Gully Lake		55,08
13000	Public Works	00276903 Lake Howell Ass		65,42
13000	Public Works	00278602 TMDL (Howell C	reek) Project	11
13000	Public Works	00281801 NPDES Year 4 F	Permit Support and Permit Renewal	30,00
Total Sto	ormwater Fund			2,068,28
17/92 Re	development Fund			
13300	Economic Development	00206503 CRA Streetscape	e / Landscape Projects	67,10
	92 Redevelopment Fund			67,10
Infra-tr	atura Improvamente / Carital D	Irojaata Fund		
Infrastru 30600	cture Improvements / Capital P Administrative Services	rojects Fund 00243101 Land Acquisition		127,32
30600	Leisure Services	00231601 Soldiers Creek B		53,35
30600	Leisure Services	00234601 Jetta Point Park		135,61
	rastructure Improvements / Caj			316,29
	act 2005 Fund			
32000	ect - 2005 Fund Administrative Services	00273501 Jail Expansion		1,283,12
	I Project - 2005 Fund	00273501 Jali Expansion		1,283,12
				.,200,12
	ands / Trails 2005 Fund			
32100	Leisure Services	80000010 FRDAP Grant - V	5	25,42
32100	Public Works	00187702 Cross Seminole		88,92
32100	Public Works		a Trail at SR 434 - Pedestrian Underpass	716,17
32100	Public Works	00187711 Winter Miles Tra		335,00
32100	Public Works		Trail - Red Bug Lake to Franklin	711,98
32100 32100	Public Works		Trail - Greenway to Layer - Inner	246,74
32100 32100	Public Works Public Works	00187757 Big Tree Park Tra	alinead ed Bug Lake Rd - Pedestrian Overpass	118,20
	tural Lands / Trails 2005 Fund		a buy Lake Ru - Fedestilan Overpass	<u>2,050,00</u> 4,292,45
•				
32200	use Projects Fund Administrative Services	00045204 Courthouse Rend	ovations	2,531,05
	urthouse Projects Fund			2,531,05
<b>Water ar</b> 40100	d Sewer Operating Fund Environmental Services	00024803 SCADA SYSTEN		73,50
40100	Environmental Services	00024803 SCADA STSTER 00056601 WATER PLANT		631,07
40100	Environmental Services	00063601 WATER PLANT		18,86
40100	Environmental Services	00064501 WATER DISTRIE	5	249,77
40100	Environmental Services	00065101 LK EMMA RD U		37,10
40100	Environmental Services	00067201 CR15 UTILITY A		12,08
40100	Environmental Services	00164301 YANKEE LK ALT		16,602
40100	Environmental Services	00178101 BUNNEL RD UT		300,05
40100	Environmental Services	00195701 WATER QUALIT	Y PLANT UPGRADES	19,27
40100	Environmental Services	00200401 MARKHAM AQU		121,34
40100	Environmental Services	00201101 Consumptive Us	e Permit Consolidation	85,74
40100	Environmental Services	00201501 Potable Well Imp	provements	315,83
40100	Environmental Services	00203101 Security Improve	ments/Enhancements	145,480
40100	Environmental Services	00216401 Iron Bridge Impro	ovements	533,169
Total Wa	ter and Sewer Operating Fund			2,559,902
Water C	onnection Fees Fund			
40102	Environmental Services	00056601 WATER PLANT	REHABIL TATIONS	92 76

40102 **Environmental Services** 

			nty Government	
			RRYFORWARDS	
Fund	Department	Project	Description	Amount
	nnection Fees Fund (cont)			
0102	Environmental Services		TRIBUTION UPGRADES	225,500
0102	Environmental Services		S WATER MAIN PHASE II	106,010
0102	Environmental Services		SURFACE WATER PLANT	1,274,968
0102	Environmental Services		/oods Road Potable Water Main Interconnect	347,977
0102	Environmental Services		R SYSTEM UPGRADES	172,086
0102	Environmental Services		Orange Boulevard Potable Water Main	274,603
0102	Environmental Services	00216601 MARKHAM		86,069
0102	Environmental Services	00216701 MARKHAM	PLANT H2S TREATMENT	2,006,083
otal wate	er Connection Fees Fund			4,586,062
Sewer Cor	nnection Fees Fund			
0103	Environmental Services	00164301 YANKEE LK	ALTERNATIVE WATER	83,497
0103	Environmental Services	00164501 Eastern Reg	ional Reclaimed Water System	3,397,992
0103	Environmental Services	00195201 YANKEE LK	PLANT EXPANSION RERATE	70,000
0103	Environmental Services	00217101 Heathrow Bo	oulevard Reclaimed Water Main	2,330,440
0103	Environmental Services	00217201 Residential I	Reclaimed Water Main Retrofit Phase II	2,560,372
0103	Environmental Services	00223001 Residential I	Reclaimed Water Main Retrofit Phase III	47,723
otal Sewe	er Connection Fees Fund			8,490,024
Nator and	Sewer Bonds 2006 Fund			
0105	Environmental Services	00024803 SCADA SYS	TEM UPGRADES	558,503
0105	Environmental Services		NT REHABILTATIONS	251,164
0105	Environmental Services		TRIBUTION UPGRADES	143,539
0105	Environmental Services		D UTILITY ADJUSTMENTS	1,655,814
0105	Environmental Services		ADS UTILITY UPGRADES	2,505,759
0105	Environmental Services	00067201 CR15 UTILI		69,176
0105	Environmental Services		ALTERNATIVE WATER	4,604,902
0105	Environmental Services		ES WATER MAIN PHASE II	2,819,240
0105	Environmental Services		UTILITY ADJUSTMENT	70,934
0105	Environmental Services	00178301 Country Club	o Well #3	587,567
0105	Environmental Services	-	SURFACE WATER PLANT	43,037,819
0105	Environmental Services	00182301 MARKHAM	WOODS ROAD UTILITIES	270,000
0105	Environmental Services	00193201 FIRE FLOW	IMPROVEMENTS	529,349
0105	Environmental Services	00193601 Bear Lake V	oods Road Potable Water Main Interconnect	320,672
0105	Environmental Services	00195201 YANKEE LK	PLANT EXPANSION RERATE	700,001
0105	Environmental Services	00195501 WATER QU	ALITY IMPROVEMENTS	100,001
0105	Environmental Services	00201101 Consumptive	e Use Permit Consolidation	214,258
0105	Environmental Services	00201501 Potable Wel	Improvements	133,365
0105	Environmental Services		rovements/Enhancements	104,520
0105	Environmental Services	00203301 FWS WATE		1,205,496
0105	Environmental Services	00203801 FERN PARK		10,466
0105	Environmental Services		Pump Station Replacement	57,875
0105	Environmental Services	00204001 Tri-Party Op		1,300,000
0105	Environmental Services	00207801 Orange Bou		300,000
0105	Environmental Services	÷	Boulevard Potable Water Main	108,274
0105	Environmental Services	00216401 Iron Bridge I	•	2,130,520
0105	Environmental Services		Orange Boulevard Potable Water Main	2,691,802
0105	Environmental Services	00216601 MARKHAM		913,930
0105	Environmental Services		PLANT H2S TREATMENT	640,752
0105	Environmental Services	00216901 LONGPONE		150,000
0105	Environmental Services Environmental Services		oulevard Reclaimed Water Main	1,538,079
0105	Environmental Services Environmental Services		Reclaimed Water Main Retrofit Phase II	6,541,715
0105 0105		-	larkham Road Utility Improvements	3,700,000
CULUD	Environmental Services Environmental Services		VD UTILITY ADJUSTMENTS	299,999
	Environmental Services	00217001 Warkham Re	eclaimed Water Storage & Repump Facility	589,242
0105		00210701 CD 46 Ecro	<b>č</b>	1 006 004
	Environmental Services Environmental Services	00219701 SR 46 Force	<b>č</b>	1,236,394 47,725



Fund	Department	Project	Description	Amount
40105	Sewer Bonds 2006 Fund (cont) Environmental Services	00243501	INDIAN HILLS WATER PLANT UPGRADE	55.545
40105	Environmental Services	00247901	ORANGE BLVD UTILITY ADJUSTMENTS	300,001
Total Wat	er and Sewer Bonds 2006 Fund			82,644,398
maior and	Sewer Grants Fund			
40110	Environmental Services	00181601	YANKEE LK SURFACE WATER PLANT	7,530,000
Total Wat	er and Sewer Grants Fund			7,530,000
Solid Was	ste Fund			
40201	Environmental Services	00137801	Citizens' Service Area at Central Transfer Station	2,563,145
40201	Environmental Services	00160801	Landfill Roadways Repairs	230,990
40201	Environmental Services	00201901	Tipping Floor Resurfacing	350,000
40201	Environmental Services	00215801	Upgraded Prefabricated Hazardous Material	57,500
40201	Environmental Services	00216001	Osceola Landfill NPDES Permit	3,220
40201	Environmental Services	00244501	Landfill Scalehouse	775,788
40201	Environmental Services	00244601	Landfill Gas System Expansion	280,449
40201	Environmental Services	00244801	Landfill Title Five Air Permit Renewal	20,600
40201	Environmental Services	00245101	Landfill Solid Waste Operating Permit - Renewal	31,767
40201	Environmental Services	00258301	Innovative Waste Management Grant	110,000
40201	Environmental Services	00276701	Landfill Fuel Island Roof	70,000
40201	Environmental Services	00281301	Landfill Scrap Metal Area- Storage Pad Addition	350,000
40201	Environmental Services		Central Transfer Station-Hoppers Rehabilitation	350,000
Total Soli	d Waste Fund			5,193,459
				<u> </u>

Grand Total

\$ 258,582,369

Project Description	Reduction	Increase	Other Net
00005801 UPSALA RD (C-15) - 46 TO 17-92	\$ 4,902,131	\$-	\$ 4,902,131
00006102 AIRPORT BLVD II & III	225,879	-	225,879
00006202 BUNNELL ROAD/EDEN PARK AVE	17,132,125	-	17,132,125
00006203 Bunnell/Eden Park Utility Relo	1,088,924	-	1,088,924
00006301 CHAPMAN ROAD/S.R. 426-S.R. 43	5,829,935	-	5,829,935
00006402 CHULUOTA BYPASS/C.R. 419-SNOW	2,000	-	2,000
00006602 C.R. 419/EASTERN LIMITS-2ND S	4,052	-	4,052
00007002 CR 427 MITIGATION	1,273	-	1,273
00008302 STWTR SWEETWATER COVE TRIBUTA	1,327,257	-	1,327,257
00008702 SEMINOLA BLVD/CUMBERLAND FARMS	75,000	-	75,000
00010701 SILVER LAKE DR/AIRPORT ENTR.	750,000	-	750,000
00010705 ROAD SIGNING ELMB & OSIA	432,000	(37,741)	394,259
00011401 C.R. 46A/COUNTRY CLUB-OLD LAK	259,152	-	259,152
00012401 LAKE DRIVE/SEMINOLA BLVD-TUSK	117,626	(4,809)	112,817
00012402 LAKE DRIVE(CASSELBERRY)	133,113	-	133,113
00012403 LAKE DRIVE SNOCWTA	52,205	-	52,205
00012804 20 -TRAFFIC PREEMPTION DEVICES	3,778	-	3,778
00014601 WYMORE ROAD/ORANGE COUNTY LIN	52,191	-	52,191
00024202 Howell Br/Lk Howell/SR436 Ldsc	195,000	-	195,000
00024803 SCADA SYSTEM UPGRADES	632,003	-	632,003
00045204 COURTHOUSE A&E AND RENOVATION	3,120,287	-	3,120,287
00054101 LAKE EMMA ROAD/SAND POND RD-L	2,966,260	-	2,966,260
00056601 WATER PLANT REHABILITATIONS	975,000	-	975,000
00063601 CHAPMAN RD UTILITY ADJUSTMENTS	18,865	-	18,865
00064501 WATER DISTRIBUTION UPGRADES	618,812	-	618,812
00065101 LAKE EMMA RD UTILITY ADJUST	1,692,915	-	1,692,915
00065201 MINOR ROADS UTILITY UPGRADES	2,505,759	-	2,505,759
00067201 CR15 UTILITY ADJUSTMENTS	81,264	-	81,264
00110108 TREE REPLACEMENT	260,063	-	260,063
00110203 DEVELOPERS COMMITTMENT BUS SHE	169,009	-	169,009
00110205 COMPREHENSIVE PLAN	126,078	-	126,078
00110206 LAND DEVELOPMENT CODE	249,684	-	249,684
00110209 EVALUATION & APPRAISAL REPORT	41,838	-	41,838
00129501 TELEPHONE SYSTEM CSB	644,317	-	644,317
00129504 TELEPHONE REFRESH 5 POINTS	650,000	-	650,000
00137801 CITIZENS' SERVICE AREA AT TRAN	2,563,145	-	2,563,145
00160801 LANDFILL ROADWAYS REPAIRS AND	230,990	-	230,990
00164301 YANKEE LK ALTERNATIVE WATER	4,705,001	-	4,705,001
00164501 EASTERN REGIONAL RECLAIMED	3,397,992	-	3,397,992
00168801 SE/LK HAYES WATER MAIN PH II	2,925,250	-	2,925,250
00174503 STWTR -SR 434 SEDIMENTION BASI	1,082,853	-	1,082,853
00178101 BUNNEL RD UTILITY ADJUSTMENT	370,984	-	370,984
00178301 COUNTRY CLUB WELL #3	587,567	-	587,567
00181601 YANKEE LK SURFACE WATER PLANT	51,842,787	-	51,842,787
00182301 MARKHAM WOODS ROAD UTILITIES 00187702 TRAILS DEVELOPMENT	270,000	-	270,000
	88,920	-	88,920
00187704 SR 434 OVERPASS AT SEMINOLE WE 00187711 WINTER MILES TRAILHEAD	716,173	-	716,173
00187713 Cross Seminole Trail-Phase II	335,000 138,874	-	335,000 138,874
00187714 CROSS SEMINOLE TRAIL	711,989	-	
00187718 Riverwalk Trail - CR 15	2,000,000	-	711,989 2,000,000
00187718 Riverwark frain- CR 15 00187753 CROSS SEMINOLE TRAIL	2,000,000	-	2,000,000 246,740
00187757 Big Tree Park Trailhead	118,204	-	118,204
00189301 Renovations to Fire Stations	1,108,154	(7,074)	1,101,080
00191636 ENG-CR431 (ORANGE BLVD)	356,194	(1,01+)	356,194
	550,194	_	550,194

Project Description	Reduction	Increase	Other	Net
00191640 COUNTRY CLUB RD (RANTOUL LANE)	1,624,900	(1)		1,624,899
00191642 SR436@Maitland Av(Minor Projec	64,580	-		64,580
00191646 SR426/Tusakawilla to 417(Minor	2,025,708	-		2,025,708
00191649 SR436@Hunt Club(Minor Projects	48,892	-		48,892
00191650 SR46A@US 17/92(Minor Projects)	28,812	-		28,812
00191651 UPSALA ROAD - 90 DEGREE CURVE	556,563	-		556,563
00191652 CR 426 from SR46 to CR419	1,000,000	(76,691)		923,309
00191654 JACOBS TRAIL	400,000	-		400,000
00191656 Longwood - Lake Mary Road	41,803	-		41,803
00191659 CR 46A at Colonial Parkway Int	312,286	-		312,286
00191660 CR 46A at International Parkwa	38,075	-		38,075
00191662 CR 427 AT SR 436 IMPROVE	329,808	-		329,808
00191666 Lake Mary Blvd at 17/92 Inters	15,954	-		15,954
00191667 Lake Mary Boulevard	100,000	-		100,000
00192007 ENG-WEKIVA SPRINGS RD	409,043	-		409,043
00192008 ENG-WEKIVA SPRINGS RD	205,894	-		205,894
00192014 BEAR LAKE ROAD (COUNTY LINE TO	137,784	-		137,784
00192015 W MARKHAM WDS (WILLSMN-LM)	87,381	-		87,381
00192564 NORTH LINE DRIVE SIDEWALK	88,160	-		88,160
00192572 PARK DRIVE SIDEWALK	100,000	-		100,000
00192582 West 27th Street Sidewalk	384,165	-		384,165
00192583 Airport Boulevard Sidewalk	145,356	-		145,356
00192584 County Road 46A Sidewalk	375,000	-		375,000
00192590 Jackson Street Sidewalk	162,847	-		162,847
00192592 Midway Elem School Area Sidewa	95,000	-		95,000
00192593 Ronald Reagan Bevd (CR 427)	516,681	-		516,681
00192594 SNOWHILL ROAD SIDEWALK	77,294	-		77,294
00192595 Stefanik Road/Moyeses Road Sid	245,364	-		245,364
00192599 E HILLCREST/ALPINE SIDEWALK	2,519	-		2,519
00192701 NAVY CANAL REGIONAL STMWTR FAC	46,475	-		46,475
00193201 FIRE FLOW IMPROVEMENTS	529,349	-		529,349
00193601 BEAR LK RD WATER INTERCONNECT	668,649	-		668,649
00195201 YANKEE LK PLANT EXPANSION/RERA	770,001	-		770,001
00195501 WATER QUALITY IMPROVEMENTS	100,001	-		100,001
00195701 WATER QUALITY PLANT UPGRADES	19,277	-		19,277
00196901 PED. OVERPASS AT RED BUG ELEME	3,925,130	-		3,925,130
00197001 17-92 SANFORD LAKEFRONT PROJEC 00198102 CR 419	2,900,000	-		2,900,000
00198102 CK 419 00200401 MARKHAM AQUIFER STORAGE WELL	1,400,000	-		1,400,000 121,345
	121,345	-		
00201101 CONSUMPTIVE USE PERMIT 00201501 POTABLE WELL IMPROVEMENTS	300,000 449,204	-		300,000 449,204
00201901 SW/TIPPING MAJOR FLOOR RESURFA	350,000	-		350,000
00203002 STWTR MONROE BASIN DEFICIENCY	3,450	_		3,450
00203101 SECURITY IMPROVEMENTS	250,000	-		250,000
00203201 FWS WATER DISTRB UPGRADES	172,086	-		172,086
00203301 FWS WATER PLANT UPGRADES	1,205,496			1,205,496
00203801 Fern Park Water Syst Upgrade	10,466	-		10,466
00203901 APPLE VALLEY PUMP STATION REPL	57,875	-		57,875
00204001 TRI-PARTY OPTIMIZATION PROGRAM	1,300,000	-		1,300,000
00205202 OVIEDO-CTY/CITY COST SHARED PR	5,811,517	-		5,811,517
00205204 Altamonte Ped Overpass-Cost Sh	2,000,000	-		2,000,000
00205302 SR 434/MONTGOMERY TO I-4	15,110,320	-		15,110,320
00205304 SR434 RANGELINE RD TO CR 427	469,550	-		469,550
00205305 SR 434 - Montgomery to I-4 - Utility Relocation	674,845	-		674,845
00205527 CR 46A at Ridgewood Mast Arms	75,000	-		75,000
	. 0,000			, 0,000

Project Description	Reduction	Increase	Other	Net
00205537 S Sanford at Lk Mary Blvd. Mas	290,000	-		290,000
00205538 17-92 at Laura Street - Mast A	69,000	-		69,000
00205726 NETWORK AS-BUILTS	350,016	-		350,016
00206201 DYSON DRIVE SCHOOL SAFETY SIDE	344,095	-		344,095
00206503 FERN PARK STREETSCAPE/LANDSCAP	67,102	-		67,102
00207301 FALLEN HERO'S MEMORIAL	254,931	-		254,931
00207801 ORANGE BLVD UTILITY ADJUSTMENT	300,000	-		300,000
00209102 ANCHOR ROAD DESIGN	2,122,234	-		2,122,234
00209105 CURRYVILLE ROAD	425,582	-		425,582
00209106 WEKIVA PARK DRIVE	398,739	_		398,739
00209108 Lincoln Heights/Minor Projects	716,506			716,506
00209113 Red Bug Lake Dr east of SR 436	1,260,086			1,260,086
00209114 RED BUD LAKE RD @ HOWELL CREEK	275,000	_		275,000
		-		
00214701 RISING SUN BLVD WATER MAIN 00215801 UPGRADED PREFABRICATED HAZ-MA	108,274	-		108,274
	57,500	-		57,500
00216001 OSCEOLA LANDFILL NPDES PERMIT	3,220	-		3,220
00216401 IRON BRIDGE AGREEMENT	2,663,689	-		2,663,689
00216501 ELDER RD/ORANGE BLVD WATER MAI	2,966,405	-		2,966,405
00216601 MARKHAM PLANT WELLS 4 & 5	999,999	-		999,999
00216701 MARKHAM PLANT H2S TREATMENT	2,646,835	-		2,646,835
00216901 LONGPOND ROAD WATER MAIN	150,000	-		150,000
00217101 HEATHROW BLVD RECLAIMED MAIN	3,868,519	-		3,868,519
00217201 RESIDENTIAL RECLAIM RETRO II	9,102,087	-		9,102,087
00217401 LONGWOOD/MARKHAM RD UTILITIES	3,700,000	-		3,700,000
00217701 ORANGE BLVD UTILITY ADJUSTMENT	299,999	-		299,999
00217801 MARKHAM RECLAIM STORAGE/REPUMP	589,242	-		589,242
00219701 SR 46 FORCE MAIN UPGRADE	1,236,394	-		1,236,394
00223001 RESIDENTIAL RECLAIM RETR PHIII	47,723	-		47,723
00223101 RESIDENTIAL RECLAIM RETRO IV	47,725	-		47,725
00226101 Fire Training Facility	2,114,563	(38,868)		2,075,695
00226301 RED BUG LAKE RD @ SR 436 INTER	5,308,001	(5,284,629)		23,372
00226501 US 17-92 TO FERNWOOD	1,038,481	-		1,038,481
00226502 17/92 ORNGE CNTY TO LK OF WOOD	77,201	-		77,201
00227032 CR 15 (Country Club Road) Pave	283,324	-		283,324
00227038 Wekiva Spgs Rd (County Line to	82,800	-		82,800
00227040 CR 415 / 13th St Pavement Reha	200,000	-		200,000
00227041 CR 415 / Celery Ave Pavement	150,000	-		150,000
00227401 GREENWOOD RECLAIM PLANT RERATE	150,000	-		150,000
00228301 SYLVAN LK/ YANKEE LK SUBBASIN	2,114,550	(51,718)		2,062,832
00229001 STWTR CASSEL CREEK STORMWTR FA	400,000	-		400,000
00229106 PARADISE POINT SUBDIVISION	268,240	-		268,240
00229109 PEARL LK/PRAIRE LK OUTFALL	111,419	-		111,419
00229114 EAST SETTLER LOOP	2,019	-		2,019
00229115 SR426 AT ALOMA WOODS	366,500	-		366,500
00229203 OSPREY RAIL ROAD CROSSING	6,621	-		6,621
00229204 Aloma@Red Bug Ped Overpass	4,026,220	-		4,026,220
00229205 Lk Mary/Intl Dr Ped Overpass	4,757,180	-		4,757,180
00231101 CLASS ESCOM SYSTEM MODULE	33,806	-		33,806
00231601 SOLDIERS CREEK BASEBALL IMPROV	61,646	(8,288)		53,358
00231701 INCREASED LANDSCAPING ON PAVED	10,000	(3,200)		10,000
00232001 LAKE JESUP BOARDWALK REPAIR	41,176	-		41,176
00233801 JPP/CLUB II REG STORMWATER FAC	44,414	-		44,414
00233901 ECON RESTORATION AREA	17,992	-		17,992
00234502 MARKHAM WDS RD & DRAINAGE IMPR	9,902	-		9,902
00234601 JETTA POINT PARK	271,222	-	200,000	471,222
	~11,~~~	-	200,000	-711,222

Project Description	Reduction	Increase	Other	Net
00234802 RENOVATION HEALTH DEPT-AIRPORT	950,000	-		950,000
00234901 PSB Security Sy Access Upgrade	148,584	-	300,000	448,584
00235001 PSB Fire Alarm System Upgrade	62,935	-		62,935
00241701 Joint Participation Proj -IFAS	3,132,511	-		3,132,511
00241801 Demolition - IFAS	245,540	(137,203)		108,337
00242301 W BEAR GULLY DRAINAGE	301,568	(200)		301,368
00243001 MYRTLE LAKE HILLS DRAIN IMP.	213,124	-		213,124
00243101 LAND AT FIVE POINTS	10,003,631	(18,323)		9,985,308
00243501 INDIAN HILLS WATER PLANT UPGRA	55,545	-		55,545
00244501 LANDFILL SCALEHOUSE	775,788	-		775,788
00244601 LANDFILL GAS SYS EXP	280,449	-		280,449
00244801 LANDFILL TITLE V AIR PERMIT RE	20,600	-		20,600
00245101 LANDFILL SOLID WASTE OPER PERM	31,767	-		31,767
00246201 WASHINGTON HEIGHTS EROS CON	45,816	-		45,816
00247706 MAGNOLIA/27TH TO PAVEMENT CHAN	89,900	-		89,900
00247901 ORANGE BLVD UTILITY ADJUSTMENT	300,001	-		300,001
00249201 COMMUNICATION TOWER REPLACE	445,819	(3,891)		441,928
00249501 FIRE STATION 19 - LAND ACQ	2,452,788	-		2,452,788
00251401 RAIL RELATED TRANSIT	2,310,000	-		2,310,000
00252101 TRAILS SIGNAGE IMPROVE	124,685	-		124,685
00255722 Eagle Circle (Subdivision Retr	200,000	-		200,000
00255723 Hunt Lane (Subdivision Retrofi	50,000	-		50,000
00255801 SR 416 GATEWAY SIDEWALK JPP	26,580	-		26,580
00256001 FIRE STATION 27 EXPANSION	121,967	-		121,967
00258001 FIRE STATION 29	5,750,000	(17,833)		5,732,167
00258301 INNOVATIVE WASTE REDUCTION	288,022	-		288,022
00258401 LOCKHART SMITH CANAL	37,211	-		37,211
00259501 GRACE LAKE	396,783	-		396,783
00260301 SANFORD HERALD IMAGING PROJECT	234,500	-		234,500
00261201 LAKE MARY HIGH POOL	1,200,000	-		1,200,000
00273501 JAIL EXPANSION 2006	1,283,146	(25)		1,283,121
00274103 HVAC Replacement - Libraries	804,901	()		804,901
00274701 Enhanced E-911 Recording Syste	108,287	-		108,287
00274801 ANIMAL SERVICES FIRE	669,089	(1,888)		667,201
00275601 Fernwood Blvd Ped Crossing	200,000	-		200,000
00276701 Landfill Fuel Island Roof	70,000	-		70,000
00276901 Max Daily Load Reduction	103,500	-		103,500
00276902 BEAR GULLY LAKE	55,084	-		55,084
00276903 LAKE HOWELL	65,425	-		65,425
00277001 Lk Mary Blvd at Sun Drive	120,000	-		120,000
00277901 Fire Station Maintenance Proje	129,250	-		129,250
00278602 TMDL(HOWELL CREEK)	117	-		117
00279301 INTERNET WEB SITE REDESIGN	23,072	-		23,072
00279401 Osceola Road Pavement Marking	50,000	-		50,000
00279501 Development of New Mapping Services	100,000	-		100,000
00279602 Procure or Rewrite Agenda Application	100,000	-		100,000
00279606 Procure and Implement Parks Application	100,000	-		100,000
00279607 Procure and Implement Reduced Sign On	100,000	-		100,000
00279610 Create Protal Notification Application	50,000	-		50,000
00280501 800 MHz Rebanding	67,870	-		67,870
00281301 Storage Pad Addition/Landfill	350,000	-		350,000
00281401 Central Transfer Station-Hoppe	350,000	-		350,000
00281801 NPDES YR 4 PERMIT SUPPORT	30,000	-		30,000
80000000 JAMESTOWN SANITARY SEWER	712,840	-		712,840
80000005 SR 426/ CR 419 OVIEDO LAP	10,199	-		10,199
	,			-,•

Project	Description	Reduction	Increase	Other	Net
80000006 BOATING	IMPROVE CASSEL	46,200	-		46,200
80000007 BOATING	IMPROVE SANFORD	53,463	-		53,463
80000008 FRDAP G	Grant	200,000	-	(200,000)	-
80000010 FRDAP V	Vilson's Landing	101,708	-		101,708
99999999 PROJEC	T CONTINGENCY	840,590	-		840,590
		\$ 263,971,551	\$(5,689,182)	\$ 300,000	\$ 258,582,369

10/14/2008

#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**DIVISION:** Budget

SUBJECT: BAR #09-01 - \$24,016 - Public Safety - Public Safety Grants Fund

**DEPARTMENT:** Fiscal Services

#### **MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-01 through the Public Safety Grant Fund in the amount of \$24,016.00 to increase funding for the Emergency Management Performance Grant.

County-wide

Lin Polk

#### BACKGROUND:

Distribution of \$24,016, the Federal portion of the Emergency Management Performance Grant has been awarded under contract number 09-BG-20-06-69-01 through the Florida Division of Emergency Management. This is an annual distribution of federal funds in addition to the \$102,959 awarded in State funds. The term of the award is August 1, 2008 through July 31, 2009.

The corresponding grant approval is presented on this agenda.

#### STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-01 through the Public Safety Grant Fund in the amount of \$24,016.00 to increase funding for the Emergency Management Performance Grant.

#### ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

#### 2008-R-BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

- **Department of Fiscal Services** FROM:
- SUBJECT: **Budget Amendment Resolution** Department: **Public Safety** Fund(s): Emergency Management
- BAR PURPOSE: Allocate additional funds for the Emergency Management Performance Grant. The Division of Emergency Management received funds in this year's Federal Emergency Management Performance Grant. As a result, Seminole County's grant amount is increased by \$24,016.
- 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 11908.331230.055608	Project #	Account Title Public Safety Grants	Amount 24,016
Total Sources			\$ 24,016
Uses:			

Account Number	Project #	Account Title	Amount
11908.055608.560642		Equipment >\$4999	16,000
11908.055608.530520		Operating Supplies	8,016
			<u> </u>

**Total Uses** 

#### **BUDGET AMENDMENT RESOLUTION**

This Resolution, 2008-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

Title	
>\$4999	
Supplies	

**FS** Recommendation

9/18/08

Date

Date

Date

B Segal

Analyst

Director

09-01

**Budget Manager** 

\$ 24,016

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

Brenda Carey Chairman

Date:

Date:

#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>BAR #09-02 - \$50,000 - Administrative Services - Library Donation Fund - North</u> <u>Branch Library Renovation</u>

DEPARTMENT: Fiscal Services	DIVISION: Budget	
AUTHORIZED BY: Lisa Spriggs	CONTACT: Lin Polk	EXT: <u>7177</u>

#### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-02 through the Library Donation Fund in the amount of \$50,000.00 to recognize donation revenue and establish the North Branch Library renovations operating project.

County-wide

Lin Polk

#### BACKGROUND:

The project involves converting the existing staff workroom area into a Public Access Computer Center. Currently, library patrons may wait up to one-hour to access the existing internet computers. The new center entails the demolition of a wall that currently spans from the staff door to the entry door behind the Circulation desk, demolition of the Branch Manager office walls, and all related cosmetic fixes including patching, painting, carpet, and wiring. The current staff workroom will be moved into the empty space formerly utilized as Library & Leisure Services Department Administration offices.

The project will be funded by a donation from the Friends of the Library.

Justification:

Only 6,000 sq. ft. of the North Branch building is used for actual library business. The other 6,000 sq. ft. was used for the Director's office and unused administrative space, which has become vacant. The North Branch attendance has grown faster than any other branch. The library is frequently used by patrons as an access point to the Internet. Currently, there are long waits (sometimes exceeding 60-minutes) for computer access. Due to the building's current configuration, there is not adequate space for additional computers. The reconfigured space will provide room for tables, chairs, storage, and public meeting areas.

Start Date: October, 2008

Completion Date: May, 2009

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-02 through the Library Donation Fund in the amount of \$50,000.00 to recognize donation revenue and establish the North Branch Library renovations operating project.

### ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-	BUDGET AMENDMENT REQUEST	FS Recomme	ndation
TO:	Seminole County Board of County Commissioners	T. Jecks Analyst	9/23/08 Date
FROM:	Department of Fiscal Services		
SUBJECT:	Budget Amendment Resolution	Budget Manager	Date
	Department: Administrative Services	Director	Date
	Fund(s): Library Donation Fund	09-02	
PURPOSE:	Recognize receipt of \$50,000 donation revenue and	BAR	FY 08/09

establish North Branch Library renovations operating project.

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

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

#### Sources:

Account Number	Project #	Account Title	Amount
60303.366100	90000014	Contributions & Donations (North Branch Library Ren.)	50,000
Total Sources	·		\$ 50,000

#### Uses:

Account Number	Project #	Account Title	Amount
60303.044210.530460	9000014	Repairs & Maintenance	35,000
60303.044210.530310	9000014	Professional Services	15,000

#### **Total Uses**

#### **BUDGET AMENDMENT RESOLUTION**

This Resolution, 2008-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners By:\_

: Brenda Carey, Chairman \$ 50,000

Date:

Entered by County Finance Department

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

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

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction of Liens - Lake Myrtle Restoration MSBU

DEPARTMENT: Fiscal Services DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs	CONTACT: Kathy Moore	<b>EXT</b> : <u>7164</u>
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#### **MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Satisfaction of Liens for the following properties for which the Lake Myrtle Restoration MSBU assessment has been received in full:

FREEMAN Billy V & Linda V D, LEG LOT 16 MYRTLE LAKE HILLS PB 13 PG 9,PID 25-20-29-501-0000-0160;

IRANI Rustom & Sarvar, LEG SEC 25 TWP 20S RGE 29E BEG 590 FT E OF NW COR OF E, 1/2 OF GOVT LOT 2 RUN E, 325 FT S 892.32 FT W 325.79 FT N TO BEG PID 25-20-29-300-0200-0000;

MURZA Jan J & Gabriela M, LOT 23 HIDDEN COVE PB 58 PGS 82 - 83, PID 30-20-30-515-0000-0230.

BALLENTINE R E II & GLENDA J, LEG SEC 30 TWP 20S RGE 30E BEG 334.36 FT N & 287.64 FT W OF SE COR OF SW 1/4 OF NW 1/4 RUN N 43 DEG 22 MIN 45 SEC W 907.05 FT W 357.10 FT S 112 FT S 32 DEG 34 MIN E 793.89 FT N 57 DEG 26 MIN E 226.85 FT E 362.87 FT TO BEG (LESS SLY 20 FT, PID 30-20-30-300-007F-0000

#### District 4 Carlton D. Henley

Kathy Moore

#### **BACKGROUND:**

The Lake Myrtle Restoration MSBU was established via Ordinance 2007-33 on September 25, 2007; the final assessments were approved by Resolution 2008-R-200 on August 12, 2008. The MSBU Program has prepared the Satisfaction of Lien documents for the properties listed below based on receipt and clearance of full payment of the assessment amount.

OWNER	LEGAL DESCRIPTION
FREEMAN BILLY V & LINDA V D	LEG LOT 16 MYRTLE LAKE HILLS PB 13 PG 9 PID 25-20-29-501-0000-0160
IRANI RUSTOM & SARVAR	LEG SEC 25 TWP 20S RGE 29E BEG 590 FT E OF

Additionally Reviewed By:

County Attorney Review ( Ann Colby )

	NW COR OF E 1/2 OF GOVT LOT 2 RUN E 325 FT S 892.32 FT W 325.79 FT N TO BEG PID 25-20-29-300-0200-0000
MURZA JAN J & GABRIELA M	LOT 23 HIDDEN COVE PB 58 PGS 82 - 83 PID 30-20-30-515-0000-0230
BALLENTINE R E II & GLENDA J,	LEG SEC 30 TWP 20S RGE 30E BEG 334.36 FT N &
RUN	287.64 FT W OF SE COR OF SW 1/4 OF NW 1/4
FT S	N 43 DEG 22 MIN 45 SEC W 907.05 FT W 357.10
	112 FT S 32 DEG 34 MIN E 793.89 FT N 57 DEG 26
20	MIN E 226.85 FT E 362.87 FT TO BEG (LESS SLY
	FT,
	PID 30-20-30-300-007F-0000

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Satisfaction of Liens for the following properties for which the Lake Myrtle Restoration MSBU assessment has been received in full:

PID 25-20-29-501-0000-0160	Owner: FREEMAN BILLY V & LINDA V D
PID 25-20-29-300-0200-0000	Owner: IRANI RUSTOM & SARVAR
PID 30-20-30-515-0000-0230	Owner: MURZA JAN J & GABRIELA M
PID 30-20-30-300-007F-0000	Owner: BALLENTINE R E II & GLENDA J

#### **ATTACHMENTS:**

- 1. Agreement
- 2. Agreement
- 3. Agreement
- 4. Agreement

	Space reserved for use by Clerk of the Court.
SATISFACTION OF LIEN	
FOR	
Lake Myrtle Restoration MSBU	
MUNICIPAL SERVICE BENEFIT UNIT	
STATE OF FLORIDA ) ) ss	
COUNTY OF SEMINOLE	

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established the Lake Myrtle Restoration MSBU Satisfaction of Lien Municipal Service Benefit Unit by Ordinance No. 2007-33; and

**WHEREAS,** the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2008-R-200; and

WHEREAS, said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE,** know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the wall reconstruction specially benefiting the following described property in the Lake Myrtle Restoration Municipal Service Benefit Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book 8854 Pages 306 through 319 Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

OWNER	LEGAL DESCRIPTION	
FREEMAN BILLY V & LINDA V D 1617 OVERLOOK RD LONGWOOD FL 32750 4506	LEG LOT 16 MYRTLE LAKE HI PB 13 PG 9	LLS
	PID 25-20-29-501-0000-0160	)
WITNESS my hand and seal this _	day of	_, 2008.
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA	
Maryanne Morse, Clerk to the Board of County Commissioners in and for Seminole County, Florida	By: Brenda Carey, Chairman	
STATE OF FLORIDA ) ) ss COUNTY OF SEMINOLE )		
	was acknowledged before me this Chairman, Seminole County Board of Cou	

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

This instrument prepared by: MSBU Program Department of Fiscal Services 1101 East First Street Sanford, Florida 32771

	Space reserved for use by Clerk of the Court.
SATISFACTION OF LIEN	
FOR	
<u>Lake Myrtle Restoration MSBU</u> MUNICIPAL SERVICE BENEFIT UNIT	
STATE OF FLORIDA ) ) ss COUNTY OF SEMINOLE )	

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established the Lake Myrtle Restoration MSBU Satisfaction of Lien Municipal Service Benefit Unit by Ordinance No. 2007-33; and

**WHEREAS,** the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2008-R-200; and

**WHEREAS**, said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE,** know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the wall reconstruction specially benefiting the following described property in the Lake Myrtle Restoration Municipal Service Benefit Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book 8854 Pages 306 through 319 Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

#### <u>OWNER</u>

IRANI RUSTOM & SARVAR 1500 LINCOLNWOOD LN LONGWOOD FL 32750 7149 LEGAL DESCRIPTION

LEG SEC 25 TWP 20S RGE 29E BEG 590 FT E OF NW COR OF E 1/2 OF GOVT LOT 2 RUN E 325 FT S 892.32 FT W 325.79 FT N TO BEG

Parcel ID: 25-20-29-300-0200-0000

WITNESS my hand and seal this	day of	, 2008.
ATTEST:	BOARD OF COUNTY ( SEMINOLE COUNTY,	
	Ву:	
Maryanne Morse, Clerk to the Board	Brenda Carey, Ch	airman
of County Commissioners in and for		
Seminole County, Florida		

STATE OF FLORIDA

**COUNTY OF SEMINOLE** 

)

SS

THE foregoing Satisfaction of Lien was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by Brenda Carey, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned My Commission Expires:

This instrument prepared by: MSBU Program Department of Fiscal Services 1101 East First Street Sanford, Florida 32771

		Space reserved for use by Clerk of the Court.
SATISFACTION C	<b>DF LIEN</b>	
FOR		
Lake Myrtle Restoratio	n MSBU	
MUNICIPAL SERVICE BENI	EFIT UNIT	
STATE OF FLORIDA	)	
COUNTY OF SEMINOLE	) SS )	

**WHEREAS**, the Board of County Commissioners of Seminole County, Florida, established the Lake Myrtle Restoration MSBU Satisfaction of Lien Municipal Service Benefit Unit by Ordinance No. 2007-33; and

**WHEREAS**, the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2008-R-200; and

**WHEREAS**, said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE,** know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the wall reconstruction specially benefiting the following described property in the Lake Myrtle Restoration Municipal Service Benefit Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book 8854 Pages 306 through 319 Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

OWNER	LEGAL DESCRIPTION
MURZA JAN J & GABRIELA M	LOT 23 HIDDEN COVE PB 58 PGS 82 - 83
1960 DEERVIEW PL LONGWOOD FL 32750	PID 30-20-30-515-0000-0230
WITNESS my hand and seal this	day of, 2008.
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
Maryanne Morse, Clerk to the Board of County Commissioners in and for Seminole County, Florida	By: Brenda Carey, Chairman
STATE OF FLORIDA ) ) ss	
COUNTY OF SEMINOLE	
	was acknowledged before me this day of day of Chairman, Seminole County Board of County Commissioners
who is personally known to me.	

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

This instrument prepared by: MSBU Program Department of Fiscal Services 1101 East First Street Sanford, Florida 32771

### SATISFACTION OF LIEN

FOR

Lake Myrtle Restoration MSBU

MUNICIPAL SERVICE BENEFIT UNIT

STATE OF FLORIDA

**COUNTY OF SEMINOLE** 

SS )

)

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established the Lake Myrtle Restoration MSBU Satisfaction of Lien Municipal Service Benefit Unit by Ordinance No. 2007-33; and

WHEREAS, preliminary special assessments were assigned in Ordinance No. 2007-33; and

WHEREAS, final special assessments were assigned in Resolution No. 2008-200; and

WHEREAS, said special assessments on certain property described in the above Ordinance have now been paid in full and a Satisfaction of Lien is desired,

NOW, THEREFORE, know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the wall reconstruction specially benefiting the following described property in the Lake Myrtle Restoration Municipal Service Benefit Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book 8854 Pages 306 through 319 Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

#### OWNER

#### LEGAL DESCRIPTION

BALLENTINE R E II & GLENDA J 1840 LAKE EMMA RD LONGWOOD FL 32750-7137	LEG SEC 30 TWP 20S RGE 30E BEG 334.36 FT N & 287.64 FT W OF SE COR OF SW 1/4 OF NW 1/4 RUN N 43 DEG 22		
	MIN 45 SEC		
	W 907.05 FT W 357.10 FT S 112 FT S 32 DEG 34 MIN E 793.89 FT N 57 DEG 26 MIN E 226.85 FT E 362.87 FT TO BEG (LESS SLY 20 FT) PID 30-20-30-300-007F-0000		
WITNESS my hand and seal	thisday of	_, 2008.	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA		
Maryanne Morse, Clerk to the Board of County Commissioners in and for Seminole County, Florida	By: Brenda Carey, Chairman		
STATE OF FLORIDA			
) ss COUNTY OF SEMINOLE )			
THE foregoing Satisfaction o	f Lien was acknowledged before me this		day of

2008, by Brenda Carey, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

This instrument prepared by: MSBU Program **Department of Fiscal Services** 1101 East First Street Sanford, Florida 32771

Space reserved for use by Clerk of the Court

#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction of Liens - Charter Oaks/Tamarak MSBU

DEPARTMENT: Fiscal Services DIVISION: MSBU

#### **MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Satisfaction of Liens for the following properties for which the Charter Oaks/Tamarak MSBU assessment has been received in full: ARROWOOD Richard L & Pamela T, LEG LOT 25 TAMARAK PB 25 PG 29, PID 25-21-30-505-0000-0250; GEER Ellen H, LEG LOT 35 TAMARAK PB 25 PG 29, PID 25-21-30-505-0000-0350; SUMMERVILLE John D & Helen, LEG LOT 23 TAMARAK PB 25 PG 29, PID 25-21-30-505-21-30-505-0000-0230; WONDERLICH Daniel L & Blanca E, LEG LOT 17 TAMARAK PB 25 PG 29, PID 25-21-30-505-0000-0230; PID 25-21-30-505-0000-0230; PID 25-21-30-505-0000-0230; PID 25-21-30-505-0000-0170.

District 1 Bob Dallari

Kathy Moore

#### BACKGROUND:

The Charter Oaks/Tamarack MSBU was established via Ordinance 2005-3 on February 8, 2005; the final assessments were approved by Resolution 2008-R-178 on July 22, 2008. The MSBU Program has prepared the Satisfaction of Lien documents for the properties listed below based on receipt and clearance of full payment of the assessment amount.

<u>OWNER</u>	LEGAL DESCRIPTION
ARROWOOD RICHARD L	LEG LOT 25 TAMARAK PB 25 PG 29
& PAMELA T	PID 25-21-30-505-0000-0250
GEER ELLEN H	LEG LOT 35 TAMARAK PB 25 PG 29 PID 25-21-30-505-0000-0350
SUMMERVILLE JOHN D	LEG LOT 23 TAMARAK PB 25 PG 29
& HELEN	PID 25-21-30-505-0000-0230
WONDERLICH DANIEL L	LEG LOT 17 TAMARAK PB 25 PG 29
& BLANCA E	PID 25-21-30-505-0000-0170

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Satisfaction of Liens for the following properties for which the Charter Oaks/Tamarak MSBU assessment has been received in full:

PID 25-21-30-505-0000-0250	Owner: ARROWOOD RICHARD L & PAMELA T
PID 25-21-30-505-0000-0350	Owner: GEER ELLEN H
PID 25-21-30-505-0000-0230	Owner: SUMMERVILLE JOHN D & HELEN
PID 25-21-30-505-0000-0170	Owner: WONDERLICH DANIEL L & BLANCA E

#### **ATTACHMENTS:**

- 1. Agreement
- 2. Agreement
- 3. Agreement
- 4. Agreement

Additionally Reviewed By: No additional reviews

STATE OF FLORIDA	)	
	)	SS
COUNTY OF SEMINOLE	)	

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established February 8, 2005, by the Charter Oaks/Tamarak Municipal Service Benefit Unit by Ordinance No. 2005-3; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2008-R-178; and

**WHEREAS,** said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE,** know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the road improvements specially benefiting the following described property in the Charter Oaks/Tamarak Municipal Services Benefits Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book **319**, Pages **485** through **496** Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

<u>OWNER</u>

SUMMERVILLE JOHN D & HELEN

LEGAL DESCRIPTION

LEG LOT 23 TAMARAK PB 25 PG 29

25-21-30-505-0000-0230

WITNESS my han	d and seal this	day of	, 2008.
Signed, sealed and delivered in the presence of:		BOARD OF COUNTY COMMISSIC SEMINOLE COUNTY, FLORIDA	ONERS
		Brenda Carey, Chairman	
STATE OF FLORIDA	)		
COUNTY OF SEMINOLE	) SS )		
THE foregoing S	atisfaction of Lien v	was acknowledged before me this	dav

of \_\_\_\_\_\_, 2008, by Brenda Carey, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

This instrument prepared by: MSBU Program Department of Fiscal Services 1301 East Second Street Sanford, Florida 32771

STATE OF FLORIDA	)	
	)	SS
COUNTY OF SEMINOLE	)	

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established February 8, 2005, by the Charter Oaks/Tamarak Municipal Service Benefit Unit by Ordinance No. 2005-3; and

**WHEREAS,** the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2008-R-178; and

**WHEREAS,** said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE,** know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the road improvements specially benefiting the following described property in the Charter Oaks/Tamarak Municipal Services Benefits Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book **319**, Pages **485** through **496** Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

#### OWNER

GEER ELLEN H

LEGAL DESCRIPTION LEG LOT 35 TAMARAK PB 25 PG 29 25-21-30-505-0000-0350

WITNESS my hand and seal this \_\_\_\_ \_\_\_\_\_, 2008. \_\_\_ day of \_\_\_\_ Signed, sealed and delivered in BOARD OF COUNTY COMMISSIONERS the presence of: SEMINOLE COUNTY, FLORIDA Brenda Carey, Chairman STATE OF FLORIDA ) SS ) **COUNTY OF SEMINOLE** ) THE foregoing Satisfaction of Lien was acknowledged before me this\_ dav

of \_\_\_\_\_\_, 2008, by Brenda Carey, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

This instrument prepared by: MSBU Program Department of Fiscal Services 1301 East Second Street Sanford, Florida 32771

STATE OF FLORIDA	)	
	) ss	5
COUNTY OF SEMINOLE	)	

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established February 8, 2005, by the Charter Oaks/Tamarak Municipal Service Benefit Unit by Ordinance No. 2005-3; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2008-R-178; and

**WHEREAS,** said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE,** know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the road improvements specially benefiting the following described property in the Charter Oaks/Tamarak Municipal Services Benefits Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book **319**, Pages **485** through **496** Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

OWNER
-------

ARROWOOD RICHARD L & PAMELA T

LEGAL DESCRIPTION

LEG LOT 25 TAMARAK PB 25 PG 29

25-21-30-505-0000-0250

WITNESS my ha	nd and seal this _	day of	, 2008.
Signed, sealed and delivered in the presence of:		BOARD OF COUNTY COMMISSIONEF SEMINOLE COUNTY, FLORIDA	₹S
		Brenda Carey, Chairman	
STATE OF FLORIDA	)		
COUNTY OF SEMINOLE	) SS )		
	Satisfaction of Lier	was acknowledged before me this	dav

THE foregoing Satisfaction of Lien was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Brenda Carey, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned

This instrument prepared by: MSBU Program Department of Fiscal Services 1301 East Second Street Sanford, Florida 32771 My Commission Expires:

STATE OF FLORIDA	)	
	) ss	5
COUNTY OF SEMINOLE	)	

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established February 8, 2005, by the Charter Oaks/Tamarak Municipal Service Benefit Unit by Ordinance No. 2005-3; and

**WHEREAS,** the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2008-R-178; and

**WHEREAS,** said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE,** know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the road improvements specially benefiting the following described property in the Charter Oaks/Tamarak Municipal Services Benefits Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book **319**, Pages **485** through **496** Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

<u>OWNER</u>

WONDERLICH DANIEL L & BLANCA E

LEG LOT 17 TAMARAK PB 25 PG 29 25-21-30-505-0000-0170

LEGAL DESCRIPTION

WITNESS my hand and seal this \_\_\_\_ \_\_\_\_\_, 2008. \_\_ day of \_\_\_ Signed, sealed and delivered in BOARD OF COUNTY COMMISSIONERS the presence of: SEMINOLE COUNTY, FLORIDA Brenda Carey, Chairman STATE OF FLORIDA ) SS ) **COUNTY OF SEMINOLE** ) THE foregoing Satisfaction of Lien was acknowledged before me this\_ dav of

of \_\_\_\_\_\_, 2008, by Brenda Carey, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

This instrument prepared by: MSBU Program Department of Fiscal Services 1301 East Second Street Sanford, Florida 32771

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Consolidated Street Lighting District Ordinance - Request to schedule and advertise a public hearing</u>

DEPARTMENT: Fiscal Services	DIVISION: MSBU	
AUTHORIZED BY: Lisa Spriggs	CONTACT: Carol Watral	<b>EXT</b> : <u>7164</u>

#### MOTION/RECOMMENDATION:

Authorize the scheduling and advertising of a public hearing for updating the Consolidated Street Lighting District Ordinance.

County-wide

Kathy Moore

## BACKGROUND:

The Consolidated Street Lighting District Ordinance, which serves as the governing ordinance for all street lighting Municipal Services Benefit Units [MSBUs] is revised and recodified annually. A public hearing is required to create new street lighting MSBUs and to adopt the revised Ordinance. The public hearing is tentatively planned for January 2009.

The process of updating the Consolidated Street Lighting District Ordinance includes provisions for creating new street lighting MSBUs and for making changes to existing MSBUs. The revised Ordinance to be presented to the Board in January will include a listing of the new (proposed) MSBUs with implementation dates anticipated in 2009. To be considered for approval, the new/proposed MSBUs will have met the application and petition requirements defined in the Administrative Code: Section 22:10.

## STAFF RECOMMENDATION:

Staff recommends that the Board authorize the scheduling and advertising of a public hearing for updating the Consolidated Street Lighting District Ordinance.

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Street name change: Lake Drive to Sweetwater Lane

**DEPARTMENT:** Planning and Development **DIVISION:** Building and Fire

AUTHORIZED BY: Dori DeBord CONTACT: Maggie Ketcham EXT: 7391

#### MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a Resolution changing the name of a segment of Lake Drive to Sweetwater Lane.

District 2 Michael McLean

Maggie Ketcham

#### BACKGROUND:

On July 22, 2008 the Board renamed a segment of Seminola Boulevard and Lake Drive (from the traffic signal at the intersection of Lake Drive and Seminola Boulevard through to Tuskawilla Road) to East Lake Drive.

During the extension/realignment of Seminola Boulevard, the creation of a retention area at the intersection of Bird Road and East Lake Drive eliminated the direct access of a segment of Lake Drive (abutting lots 13 - 16 of Lake Tony Waterways, Plat Book 12 Page 27) to the newly renamed right of way. Additionally, access was blocked at Sweetwater Lane and this segment of Lake Drive, the only access to this segment is via Bird Road.

There are four lots abutting this segment of Lake Drive, the property owners were notified by mail of the County's intent to rename the segment of Lake Drive to Sweetwater Lane. To date, no calls were received against the renaming.

#### STAFF RECOMMENDATION:

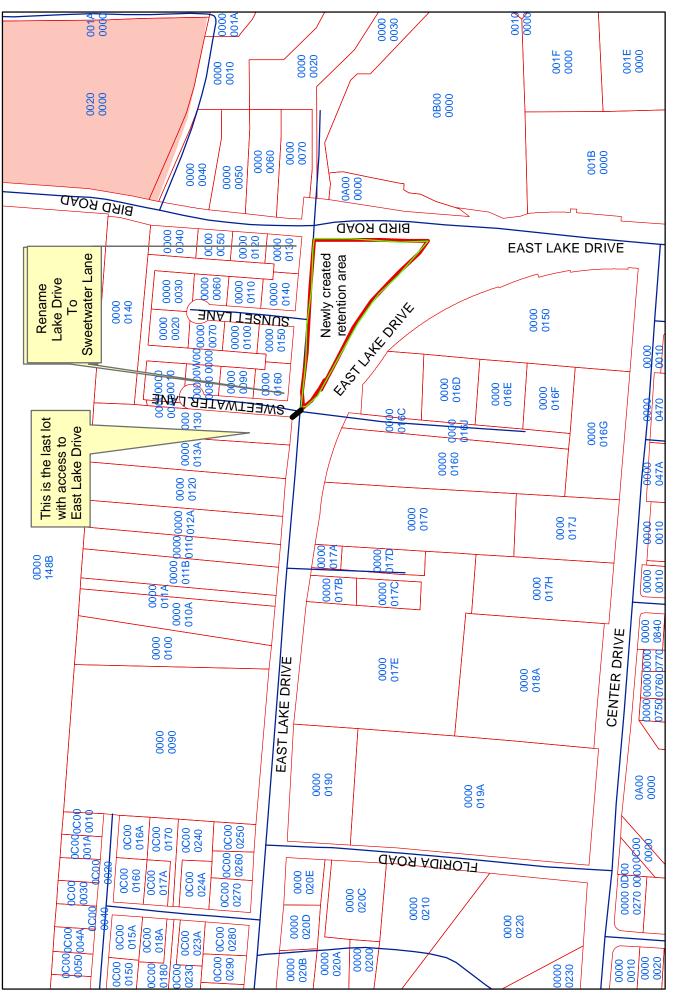
Staff recommends the renaming of a segment of Lake Drive to Sweetwater Lane.

## ATTACHMENTS:

- 1. Location Map
- 2. Resolution

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)



# AKE DRIVE TO SWEETWATER LANE

STREET NAME CHANGE

RESOLUTION NO. 2008-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 14, 2008**

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 a segment of Lake Drive located in Section 11 Township 21 Range 30; the street name changes within the recorded plat of Lake Tony Waterways, Plat Book 12 Page 27, abutting Lots 13 – 16 Public Records of Seminole County, Florida.

WHEREAS, renaming this street 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, that effective, OCTOBER 14, 2008, the street is named as follows:

#### LAKE DRIVE

То

#### SWEETWATER LANE

Adopted this 14th day of OCTOBER, 2008.

#### BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

BRENDA CAREY CHAIRMAN

ATTEST:

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

#### Item # 24

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Authorize Release of the Maintenance Bond for Streets, Curbs and Storm Drains</u> for the Sterling Meadows Subdivision

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Dori DeBord CONTACT: Larry Poliner EXT: 7318

#### MOTION/RECOMMENDATION:

Authorize the release of the Maintenance Bond for Streets, Curbs and Storm Drains #SU5017400-A in the amount of \$144,938.95 for the Sterling Meadows Subdivision road improvements.

District 5 Brenda Carey

Larry Poliner

#### BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Sterling Meadows Subdivision project to have a Road Maintenance Bond, particularly, Maintenance Bond #SU5017400-A for \$144,938.95 (Arch Insurance Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on the East side of SR 415, approximately 1/4 mile North of SR 46 and determined the improvements to be satisfactory.

#### STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Sterling Meadows Subdivision Maintenance Bond #SU5017400-A in the amount of \$144,938.95 for the Sterling Meadows Subdivision road improvements.

## ATTACHMENTS:

- 1. Maintenance Bond for Streets, Curbs and Storm Drains
- 2. Power of Attorney
- 3. Request Letter

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

#### MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

KNOW ALL MEN BY THESE PRESENTS:

That we <u>CENTEX HOKES</u>, A\* , whose address is <u>2301 LUCIEN WAY</u> \*\*, hereinafter referred to as "PRINCIPAL" and <u>ARCH INSURANCE</u>, whose address is <u>135 NORTH ROBLES\*\*</u>, thereinafter 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>144.938.95</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>STERLING MEADOWS</u>, a plat of which is recorded in Plat Book  $\underline{69}$ , Page  $\underline{27}$ , Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated **19\_\_\_\_**, 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 07/03, 32006

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly **and** faithfully protect the COUNTY against **any** defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from 07/03/2006.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from **COUNTY**, or its authorized agent or **officer**, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the **COUNTY**, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving 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, <u>specific performance</u> to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and **SURETY** further jointly and **severally** agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall **be** jointly and severally hereunder to reimburse the **COUNTY** the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the <u>11TH</u> day of <u>JULY</u>, **XX2006** 

Address: 2301 LUCIEN WAY, SUITE 400 MAITLAND, FL 32751

\* NEVADA GENERAL PARTNERSHIP A \*\* SUITE 400, MAITLAND, FL 32751 \*\*\*COMPANY \*\*\*\* AVENUE, SUITE 825, PASADENA, CA 91101

<b>CENTEX HOMES, A NEVADA</b> GENERAL PARTNERSHIP (SEAL)
By BH D Principal Its Division Pusident
ATTEST: (if corporation)

CORRECT CORREC ARCH INSURANCE COMPANY

Surety

Address:

App E. LDC, through Supp 161.

SEMINOLE COUNTY LAND DEVELOPMENT CODE ₿∕y Its Attorney ATTSON TA ATTEST: 1. AMY GRIFFITH

# POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Donald R. Gibson, Sandra Parker, Richard A. Covington. Joe Martinez, Tannis Mattson and Jacqueline Kirk of Houston, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company **as** fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary **as** being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3,2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this <u>19th</u> day of <u>January</u>, 2006. Arch Insurance Company

Attested and Certified



dward M. Titus, Vice President

Martin J. Nifsen, Secretary

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

PETER J. CALLEO, **ESQ.** Notary Public, State of New York No. 02CA6109336 Qualified in New York County Commission Expirss May 3, 2008 Peter J. Calleo, Notary Public My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney **as** Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, | have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_\_ day of \_\_\_\_\_, 20 O(e.

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING **TO** THIS BOND TO THE FOLLOWING **ADDRESS**:

Arch Surety 3 **Parkway,** Suite **1500** Philadelphia, PA **19102** 



00ML0013 00 03 03

Martin J. Nilsen, Secretary



Centex Homes Orlando Division 2301 Lucien Way, Suite 400 Orlando. FL 32751-7025

August 5,2008

Via Fax: 407.665.7003

Attn: Ms. **BeJay** Harbin Seminole County Planning & Development 1301 East 2nd Street Sanford, FL 32771

#### Re: Release of Maintenance Bond for Streets, Curbs, Storm Drains Project Name: Sterling Meadows Band #: SU5017400-A / Amount: \$144,938.95 District #: 5

Per Seminole County's letter dated July 31,2008, Centex Homes has fulfilled all maintenance requirements as specified according to the re-inspection conducted by the County on July 25, 2008.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407.661.6204.

Sincerely,

Carolyn S. Hunt

Carolyn S. Hunt Land Development Administrator Centex Homes – Orlando Division 407.661.6204 cshunt@.centexhomes.com

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Maintenance Agreement (Road Improvements) for The Trails Phase III Subdivision

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Dori DeBordCONTACT: Larry PolinerEXT: 7318

#### MOTION/RECOMMENDATION:

Authorize the release of The Trails Phase III Subdivision Maintenance Agreement and Irrevocable Standby Letter of Credit #3082975 in the amount of \$122,574.54 for The Trails Phase III road improvements.

District 1 Bob Dallari

Larry Poliner

#### **BACKGROUND:**

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required The Trails Phase III Subdivision project to have a Maintenance Agreement and Irrevocable Standby Letter of Credit, particularly, Maintenance Agreement and Irrevocable Standby Letter of Credit #3082975 for \$122,574.54 (Bank of America), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on Snowhill Road and determined the improvements to be satisfactory.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board authorize the release of The Trails Phase III Subdivision Maintenance Agreement and Irrevocable Standby Letter of Credit #3082975 in the amount of \$122,574.54 for The Trails Phase III road improvements.

## ATTACHMENTS:

- 1. Maintenance Agreement Road Improvements
- 2. Irrevocable Standby Letter of Credit
- 3. Request Letter

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

#### SUBDIVISION AND SITE PLAN

## MAINTENANCE AGREEMENT

(Road Improvements)

THIS AGREEMENT is made and entered into this day of \_\_\_\_\_\_July, 2006, between Maronda\_Homes\_Jnc. of Florida\_\_\_\_, 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 road improvements, including ,streets, curbs, storm drains and other appurtenances in that certain subdivision described as

Public Records of Seminole County, Florida; and Not yet recorded

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated <u>April 18</u>,  $20 \underline{>}5$ , (as subsequently revised or amended) 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 road improvements and to maintain said road improvements for a period of two (2) years from <u>Sulu</u> <u>30</u> 20 <u>Ole</u>; 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. <u>3082975</u> issued by <u>Bank of Cimerica</u>, in the sum of <u>one hundred twenty two</u> DOLLARS (<u>\$122,574.54</u>).

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road 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 <u>five hundred</u> <u>several four to the several and</u> <u>of the country for the several and</u> <u>of the country for the several and</u> <u>of the country for the several several several and</u> <u>of the country for the several sev</u>

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which **PRINCIPAL** shall have to correct said defect.

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 of 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.

Signed, Sealed and/delivered in the presence of: TOT He 1010 Jatral

WITNESS

Maronda Homes, Inc. Of Florida Βv Land Opera uri Date:

DEPARTMENT OF PUBLIC WORKS ROAD OPERATIONS/STORMWATER DIVISION SEMINOLE COUNTY, FLORIDA

adu

Owen Regan, Acting(Manager Road Operations and Stormwater Division

Date:

8/3/66

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March II, 1997 and further delegated by Memorandum dated Mnrch 27, 1997, Rc: Streamlining of Development-Related Agenda ltcms and approved on April 2, 1997.

STATE OF ) ss COUNTY a

The foregoing instrument was a Owen Reagan	acknowledged before me this <u>3</u> day of <u>and</u> , 2006, by , who is personally known to me or who has produced as identification.	
	Signature of Notary Public in and for the County and State Aforementioned	
	Print Name Veresa Lynn Touchton	
(App E, LDC, through Supp 16).	My Commission Expires: <u>Notary Public State of Florid</u> Teresa L Touchton My Commission DD532283 Expires 05/19/2010	



BANK OF AMERICA - CONFIDENTIAL

DATE: JUNE 30, 2006

SANFORD, FL 32771

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3082975

BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY SERVICES BUILDING 1101 EAST FIRST STREET APPLICANT MARONDA HOMES, INC. OF FLORIDA 3993 WEST FIRST STREET SANFORD, FL 32771

AMOUNT USD 122,574.54 ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED SEVENTY FOUR AND 54/100'S US DOLLARS

EXPIRATION SEPTEMBER 1, 2008 IN WINTER PARK, FLORIDA

RE: THE TRAILS - PHASE 3

BY ORDER OF MARONDA HOMES, INC. OF FLORIDA, WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT 3082975, IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON BANK OF AMERICA, N.A. UP TO AN AGGREGATE AMOUNT OF \$122,574.54 (ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED SEVENTY FOUR AND 54/100'S US DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT:

"THE MAINTENANCE BETWEEN MARONDA HOMES, INC. OF FLORIDA AND SEMINOLE COUNTY IS IN DEFAULT."

DRAFTS MUST BE DRAWN ON OR BEFORE SEPTEMBER 1, 2008 AND EACH DRAFT MUST STATE THAT IT IS "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 30'82975OF BANK OF AMERICA, N.A. DATED JUNE 30, 2006 AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE YEAR FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST 45 DAYS PRIOR TO SUCH EXPIRATION DATE, WE NOTIFY YOU IN WRITING BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE THAT WE ELECT NOT TO

ORIGINAL

PAGE: 1



BANK OF AMERICA - CONFIDENTIAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3082975

CONSIDER THIS LETTER OF CREDIT RENEWED FOR SUCH AN ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE YOU MAY DRAW HEREUNDER BY PRESENTATION OF YOUR DRAFT AND SIGNED STATEMENT STATING "THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE MAINTENANCE AGREEMENT WITH MARONDA HOMES, INC. OF FLORIDA."

WE HEREBY ENGAGE WITH YOUR THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED. PAYMENT UNDER THIS LETTER OF CREDIT WILL BE EFFECTED UPON PRESENTATION OF YOUR DRAFT ACCOMPANIED BY THE REQUIRED DOCUMENT(S) (THE "DRAWING") TO BANK OF AMERICA N.A., 250 SOUTH PARK AVENUE, SUITE 400, WINTER PARK, FLORIDA 32789, ATTENTION: BRENDA J. KASTEN AND A COPY OF SUCH DRAWING SENT SIMULTANEOUSLY BY FACSIMILE TO FAX NUMBER (213) 240-6989.

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, IF THE BENEFICIARY PREVAILS, BUT THE BANK OF AMERICA, N.A. 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 DOCUMENT OR AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE MAINTENANCE AGREEMENT.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 213-481-7833.

AUTHORIZED SIGNATURE THIS DOCUMENT CONSISTS OF 2 PAGE(S).

#### **CHERYL JEFFERSON**

ORIGINAL



Maronda Homes, Inc. d Florida 3993 West First Street Sanford, Florida 32771

Florida Corporate Offices: (407) 302-7800 Fax (407) 688-4665

August 18,2008

Seminole County 1301 E 2<sup>nd</sup> Street Sanford, FL 32771 Attn: **BeJay** Harbin

RE: Public Road Maintenance Agreement Project Name: The Trails Unit 3 LC#: 3082975 Bond Amount: \$122,574.54 District #: 1

Dear Ms. Harbin;

Please consider this letter as a request for the release of the above-mentioned Road Maintenance bond. I have attached a letter **from** Seminole County Planning & Development Department, which states that the Road Maintenance bond may be released.

If you have any questions, please do not hesitate to call me at 407-302-7800, Ext. 311

Sincerely,

MARONDA HOMES, INC. OF FLORIDA

me Bravest

Jane B. Forest Exec. Admin. Asst.

CC: Stephen Colbert Land Development

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Hanover Pointe Replat</u>

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Dori DeBordCONTACT: Cynthia SweetEXT: 7443

#### **MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the final plat for Hanover Pointe Replat, containing 132 townhome lots on a 23.17 acre parcel zoned PUD, located on the west side of Longwood-Lake Mary Road, approximately 700 feet south of Acorn Drive, in Section 29, Township 20 S, Range 30 E – (Longwood Lake Mary, LLC., applicant).

District 4 Carlton D. Henley

Cynthia Sweet, Senior Planner

#### BACKGROUND:

The applicant, Longwood Lake Mary, LLC, is requesting the Board to approve the final plat for Hanover Pointe Replat, containing 132 townhome lots on a 23.17 acre parcel. This is a re-plat of the previously recorded plat of Hanover Pointe as recorded in Plat Book 73, Pages 22 through 31. The property is zoned PUD (Planned Unit Development) and is located on the west side of Longwood-Lake Mary Road, approximately 700 feet south of Acorn Drive, in Section 29, Township 20 S, Range 30 E.

The new plat consists of a change in lot sizes and a reduction in the number of lots to allow construction of a new prototype. Each lot will be served by Seminole County for public water and sewer and all internal roads are private.

The plat meets all applicable requirements of the approved Final Master Plan and Developer's Commitment Agreement for Hilltop Drive/Longwood-Lake Mary Rd PUD, Chapter 35, Section 35.44, Seminole County Land Development Code, and Chapter 177, Florida Statutes.

#### STAFF RECOMMENDATION:

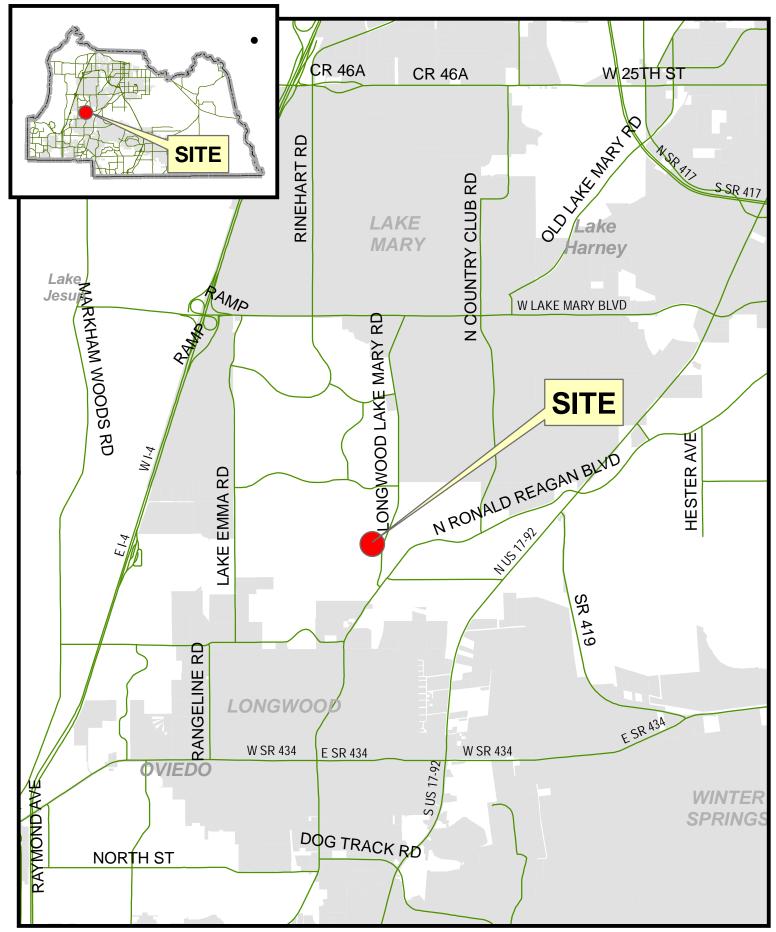
Staff recommends that the Board approve and authorize the Chairman to execute the final plat for Hanover Pointe Replat, containing 132 townhome lots on a 23.17 acre parcel zoned PUD, located on the west side of Longwood-Lake Mary Road, approximately 700 feet south of Acorn Drive, in Section 29, Township 20 S, Range 30 E – (Longwood Lake Mary, LLC., applicant).

# ATTACHMENTS:

- 1. Maps and Aerials
- 2. Location Map
- 3. Maps and Aerials
- 4. Reduced Copy of Plat

Additionally Reviewed By:

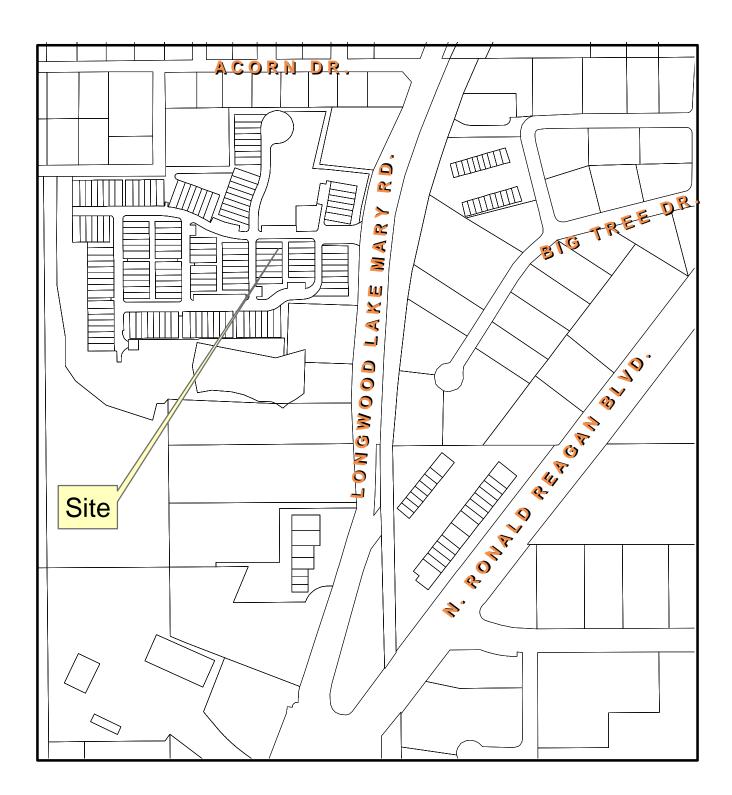
County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2006/GIS/staff\_report\_pkgs/sitemaps\_large/Z2006-0\*\*sitemap.mxd \*\*/\*\*/06

Hanover Pointe Replat

# EXHIBIT A



Hanover Pointe Replat

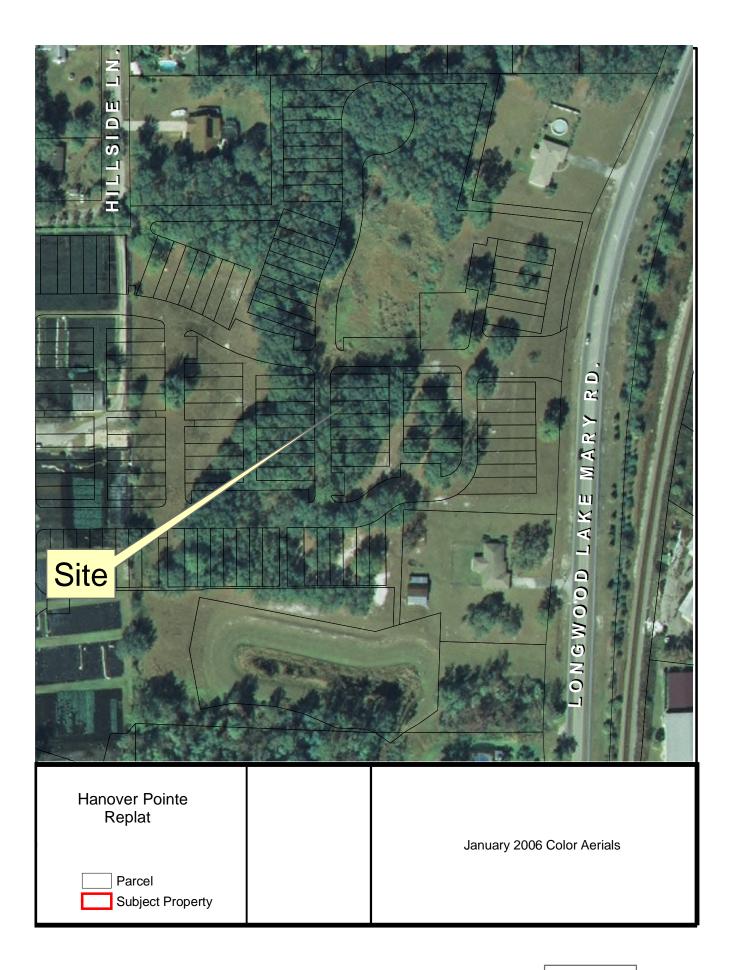


EXHIBIT C

# HANOVER POINTE REPLAT

A REPLAT OF HANOVER POINTE AS RECORDED IN PLAT BOOK 73, PAGES 22 THROUGH 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND LYING IN SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST SEMINOLE COUNTY, FLORIDA

#### LEGAL DESCRIPTION:

All of HANOVER POINTE, occording to the Plat thereof os recorded in Plat Book 73, Pages 22 through 31of the Public Records of Seminole County, Florido.

Being more particularly described as follows:

PARCEL 1

÷ .

...

..

PARCEL 1 COMMENCE of the North 1/4 corner of Section 29, Township 20 South, Ronge 30 Eest. Seminole County, Florida: thence run South 0028/55 Eost, along the West line of the Northheast 1/4 of Soid Section 29, for a distance of 165.00 feet to a point on the South line of the North 185.00 feet of soid Northeast 1/4 of Section 22; Thence run North 89/42/17 Eost, along sold South line, for a distance of 55.00 feet to the POINT OF BEGNNING; thence continue North 89/42/17 Eost, along sold South line, for a distance of 186.00 feet; thence deporting sold South line, run South 12/17/42 West, for a distance of 200.06 feet; thence run South 8127/17 Eost, and distance of 185.00 feet to apoint on the Westerly right of way line of LONGWOOD LAKE Mary Road (disb known as Stote Road 427), soil point being on a curve, conceave Eosterly, having a radius of 1140.00 feet, a chord bearing of South 09/24/25 West, and a chord distance of 236.01 feet; thence run Southerly along the arc of soid curve, and soid Westerly right of way line, through a central angle of 1475/23 tora and distance of 235.00 feet to the point of tangency, thence run South 0156/13 West, dong sold Westerly right of way line, for a distance of 278.05 feet thence run 235.90 feet thance run South 0156/13 west, of and distance of 176.79 feet to a point on the Northerly line of the lands conveyed to Seminole County os recorded in Official Records Bock 3087, page 1153 of the Public Records of Seminole County, Florids, thence run south 11005/33 West, for a distance of 275.35 feet; thence run North 735907 West, for a distance of 275.35 feet; thence run North 735907 West, for a distance of 275.25 feet; thence run North 735907 West, for a distance of 275.35 feet; thence run North 735907 West, for a distance of 275.35 feet; thence run North 735907 West, for a distance of 275.35 feet; thence run North 85'30707 West, for a distance of 275.35 feet; thence run North 85'30707 West, for a distance of 275.35 feet; thence run North 85'30707 West, for Easterly line of Lot 1, Block D of Henson's Acres, as recorded in Plat Book 9, page 99 of the Public Records of Seminole County, Florida: Sook of page 35 of the route receipts of seminole county, fordor thence run South 00/28 55. East, along said Easterly line of Lot 1, Block D, for a distance of 557.50 feet to the Southeast corner of said Lot 1, Block D; thence run South 89'37'58. West, along the South tine of soid

- LEGEND: G denotes centerline
- O.R. denotes Official Records Book
- PG. denotes page
- P.C. denotes point of curvature
- PT. denotes point of langency
- P.I. denotes point of intersection
- R.P. denotes radius point
- (N.R.) denotes non-radiat
- CCR # denotes Certified Corner Record
- R/W denotes right-of-way
- . denotes change in direction

ALLEN

COMPANY

Professional Surveyors & Mapper

LB #6723

- denotes change in direction along right-of-way lines

Block D. for a distance of 402.96 feet to the Southwest corner of Lot 2 of soid Block D; thence run North 00'23'28 West, along the West line of soid Lot 2, Block D, for a distance of 132,78 feet to the Northwest corner of soid Lot 2, Block D; thence run North 89'39'02 East, along the North fine of soid Block D. for a distance of 400.84 feet to the Northeast corner of soid Lot 1, Block D, soid point clas being on the Easterly and Southerly right of way line of Hall Top Drive, a 50 faot wide right of way as shown on the oforesid plot of Henson's Acres; thence run North 00'28'55 West, along the Easterly right of way line of Hill Top Drive, for a distance of 35.05 feet; thence departing soid Easterly right of way line, run North 89'24'23 East, for a distance of 220.00 feet; thence run North 078'25' West, for a distance of 199.06 feet to the POINT OF BEGINNING.

#### LESS AND EXCEPT

Le denotes licensed business

۲

denotes set 1/2" iron rad ond/or noil & disk stomped "P.C.P. LB# 6723" permonent control point

GIS. denotes Geographic Information System

denotes set 4" x 4" concrete monument stomped "P,R,M. LB #6723" permanent reference monument

P.R.M. denotes Permonent Reference

2 denotes cosement area

U.E. denotes utility eosement

Tract '0", Lift Station, of HANOVER POINTE, according to the Plat thereof as recorded in Plat Book 73, Pages 22 through 31 of the Public Records of Seminole County, Florida.

Containing 1,006,411 square feet, or 23.10 acres, more or less.

TOGETHER WITH PARCEL 2

A partian of the Northeast 1/4 of Section 29, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as

tolows: COMMENCE of the North 1/4 corner of Section 29, Tewnship 20 South, Range 30 Eost. Seminole County, Florido: thence run South 00/28/55 Eost, along the West line of the Northeost 1/4 of said Section 29, for a distonce of 1175.41 feet to the South line of the North 1175.4 feet of the soid Northeost 1/4 of Section 29; thence deporting soid West line, run North B9/2171 East, along soid South line, for a distance of 257.08 feet to the POINT OF BECINNING; thence deporting soid South line, run along the Eosterly boundary of those lands conveyed to Seminole County in Official Records Book 3087, page 1153 the following courses and distonces: North 5918/50 Eost, for a distance of 24.29 feet: thence run North 5518/15 Eost, for a distance of 163.09 feet: thence distance of 163.08 feet to a paint on the Westerly right of way line, for a distance of 163.08 feet to a paint on the Vesterly right of way line, for a distance of 153.3 West, dong soid Westerly right of way line, of a distance of 154.12 feet to a paint on the Ortheod Sauth line of the North 1175.4 feet of the Northeost 1/4 of Section 28; thence deporting soid West, dong way line, south 897.027. West, colong soid North 1175.4 feet of the Northeost 1/4 of Section 28; thence deporting soid way line, of the South 176.71. West, colong soid North 1175.4 feet of the Northeost 1/4 of Section 27. West, colong soid North 1175.4 feet of the Northeost 1/4 of Section 28; thence deporting soid Westerly right of way line, run South 0176713 west, dong soid Westerly right of way line of the North 1175.4 feet of the Northeost 1/4 of Section 28; thence deporting soid Westerly right of way line, for a distance of 15, 30 west, dong soid Nosuth 897.271. West, colong soid sold Westerly right of way line, run South 89°42'17 West, along sold South line, for a distance of 214.03 feet to the POINT OF BEGINNING.

Subject to the permanent drainage easement as recorded in Official Records Book 3087, page 1150 of the Public Records of Seminote County, Florida.

Containing 23,171.74 square feet, or 0.53 acres, more or tess

#### SHEET 1 OF 9 PLAT BOOK

# PAGE

#### HANOVER POINTE REPLAT OFDICATION

SURVEYOR'S NOTES:

1. Bearings shown hereon are assumed and based on the North line of the Northeast 1/4 of Section  $29\!-\!20\!-\!30$  being North 89'42'17'' East.

2. All lot lines are radial, unless otherwise noted non-radial (N.R.).

3. Troct A. (Private Roadway). Trocts B and C. (Retention/Open Space). Tract D. (Open Space/Compensating Storage/Retention), Troct E. (Wetland 1/Upland Preservation). Tract F. (Wetland 2/Upland Preservation). Tract G. (Open Space/Londscape Bulfer). Tracts H. and I (Open Space). Tracts J. (Open Space/Londscape Bulfer). Tracts K. L. M. P. O. R. S and I (Open Space/Londscape Bulfer). Tracts K. L. M. P. O. R. S and I (Open Space/Londscape Bulfer). Tracts G. K. L. M. P. O. R. S and I (Open Space/Londscape Bulfer). Tracts M. Grand Space/Recreation). together with any improvements constructed therean, are all Common Property under the Declaration of Covenants and Restrictions for Hanover Pointe and shalt be owned and maintained by the Honover Pointe Homeowners Association, Inc. (hereinatter referred to as the "Association").

Utility facilities shall be placed underground, except for above ground support facilities (pad mount transformers, street lights, etc.) and placed within dedicated utility eosements.

S. All plotted utility experiments, sholl also be easements for the construction, installation, maintenance, and operation of cable tervision services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility, in the event or cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to ar obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the Notional Electrical Safety Code as adopted by the Florido Public Service Commission.

6. A perpetual non-exclusive access, drainage, road, and utility easemen over and under all of the private roadways are hereby dedicated to Seminole County, Rarida. Sold private roadways are not required for public use and are not, and will not be, a part of the Seminole County system of public roads and shalt remain private.

7. State Plane Coordinates as shown hereon are based on Seminate County Control Datum, G.I.S. monuments 112 and 125 (State Plane Coordinates, N 1588255.413, E 613868.18 and N 1576424.93, E 564284.741 respectively).

 $\boldsymbol{8}.$  All easements reserved on this plot are in favor of the Association unless otherwise noted,

9. A non-exclusive and perpetual right of ingress and egress over and across said private roadways is hereby granted to the present and future awners of adjacent lands and their guests, invites, damestic help, delivery, pickup and fire protection services, police and other authorities of the law. United States postal service mail carriers, and representatives of the utilities authorized by the Association to serve the lands shown on this plat.

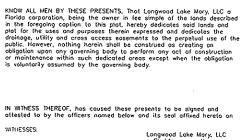
10. An easement for emergency access and maintenance purposes is hereby granted to Seminale County, Florida and all public agencies and entities over and across all tracts, roadways, access, and utily easements shown on the plat. Nothing herein shall be construed os creating an abligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.

11. A non-exclusive easement for drainage is dedicated to Seminole Caunty over and under all of the private starmwater drainage system.

12. A 15.00 feet utility easement shall be located along and adjacent to all roadways public and private, an all lots and tracts, and is dedicated to all public utility providers for the instituition / construction, operation, report, replacement and improvement of their facilities. Excepting cases where utility centerline offset exceeds 10,00 feet along lots. In such cases, utility easements are depicted and labeled to raflect the minimum casement required. Also a utility easement is dedicated to all public utility providers within the bounds of all private roadways for the installation, aperation, and the concernent and installation / construction, operation, repair, replacement and improvement of their facilities.

This Plat is subject to the Declarotian of Covenants, Conditions and Restrictions for Honover Pointe as recorded in Official Records Book 6784, Page 1934 of the Public Records of Seminale County, Florida.

D.E. denotes drainage easement W.L.E. denotes wall & landscope easement SHEET 4 SHEET 5 SHEET 7 CREENWAY BLVD SHEET RONALD REAGAN BLVD SHEET 8 SITE 🗰 SHEET INDEX GENERAL HUTCHINSON PI SHEET 9 SHEET 1 OF 9 - LEGAL DESCRIPTION, DEDICATION, NOTES AND LEGEND 16 EAST PLANT STREET WINTER GARDEN, FLORIDA 34787 SHEET 2 & 3 OF 9 - BOUNDARY INFORMATION ONGWOOD HILLS RD LOCATION MAR (NOT TO SCALE) (407) 654-5355 SHEET 4 THROUGH 9 OF 9 - GEOMETRY KEY MAP ( not to scale )



1,94 for and one produce and one can see any see any sea and any sea sha my bar page		a Florida corporatio
rint Nome:		By: Alton Goldberg

(CORPORATE SEAL)

Print Nome:

Kun

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_2008 by Alton Goldberg of Longwood Loke Mary, LLC, a Florida corporation on behalf of sold corporation. He is personally known to me or hos produced \_\_\_\_\_\_\_ os

Notary Public, State of \_\_\_\_\_ Print Name: \_\_\_\_\_ Commission No.: \_\_\_\_\_ My commission expires: \_\_\_\_\_

CERTIFICATE OF CLERK OF CIRCUIT COURT

File No:

STATE OF FLORIDA

COUNTY OF SEMINOLE

CLERK OF THE COURT in and for Seminale County, Florida Maryanne Marse

#### CERTIFICATE OF SURVEYOR

I hardby cartily that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the survey data contained herein complex with all of the requirements of Chapter 177 of the Florida Statutes. I further certify that I have complex with requirements of Chapter 177.091(7) regarding "permanent reference monuments", and that the land is located within Seminole County, Florida,

	and the state of the second se
James L. Rickman, P.S.M. #5633 Allen & Company 15 Easl Plant Street Winter Gorden, Florida 34787 Ucensed Business #6723	
BOARD OF COUN	TY COMMISSIONERS
THIS IS TO CERTIFY, That on plat was approved by the Board of t Seminole County, Florida,	County Commissioners of
Brendo Corey ATTES' Choirmon of the Board	f:
By	D.C.
COUNTY SURV	EYOR'S CERTIFICATE

I have reviewed this plat and find it to be in conformity with Chapter 177, Florido Statutes.

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

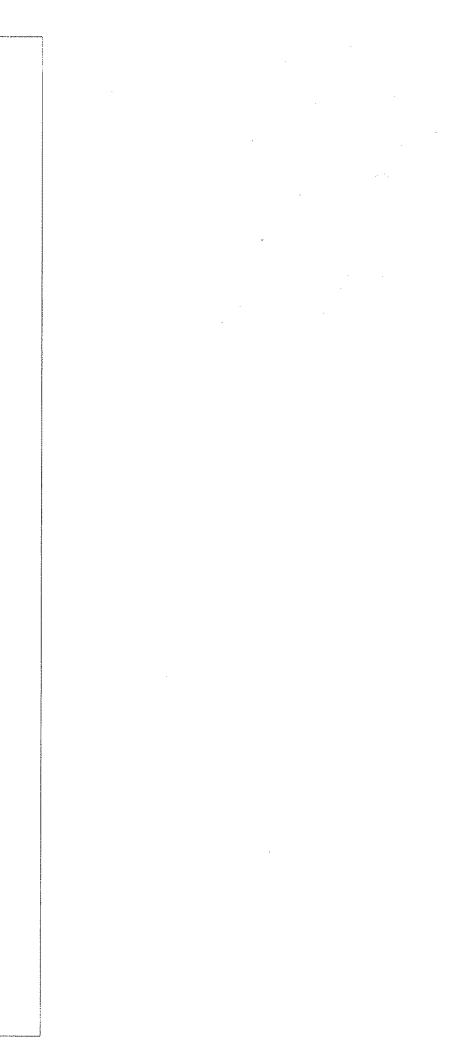
STEVE L. WESSELS, P.L.S. Florida Registration Number 4589 County Surveyor for Seminole Caunty, Florida

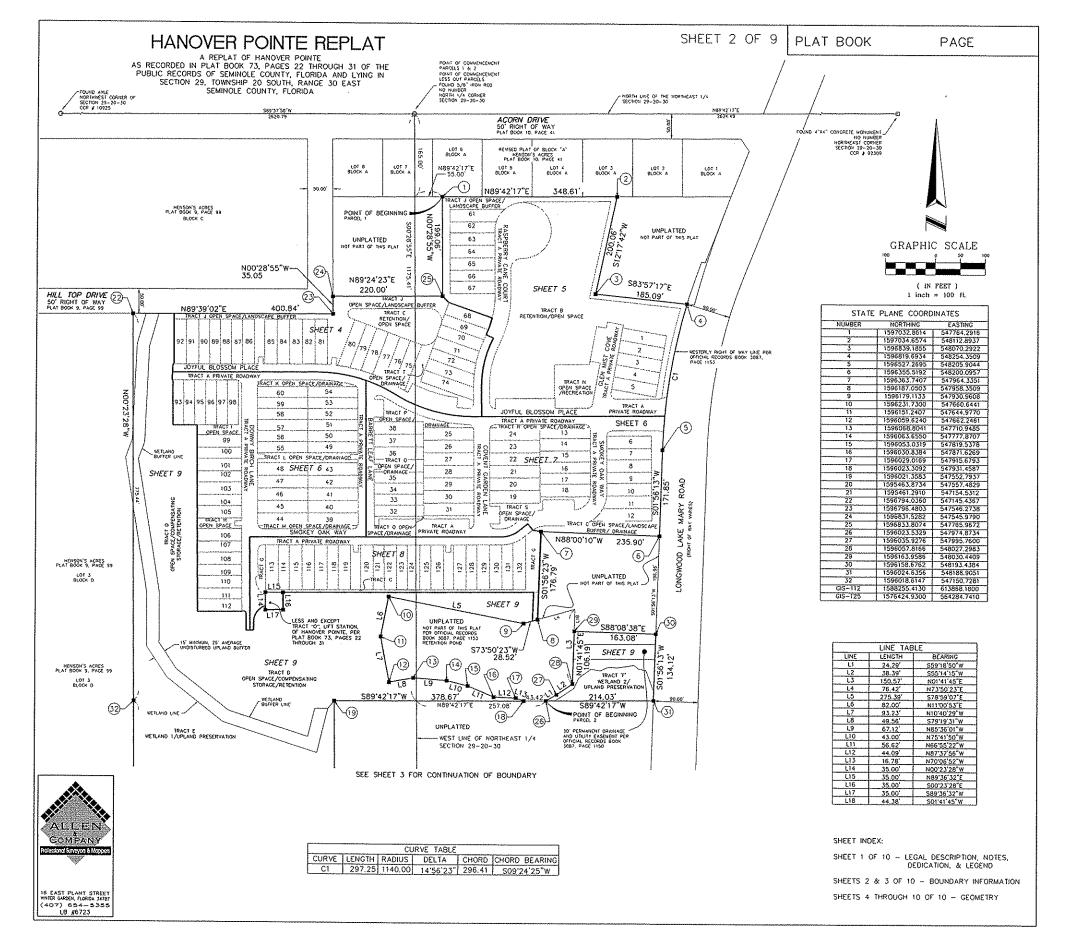
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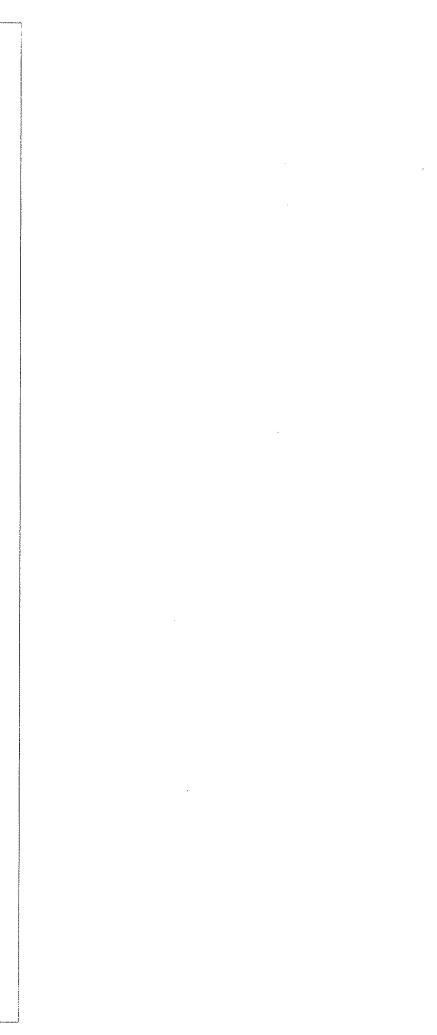
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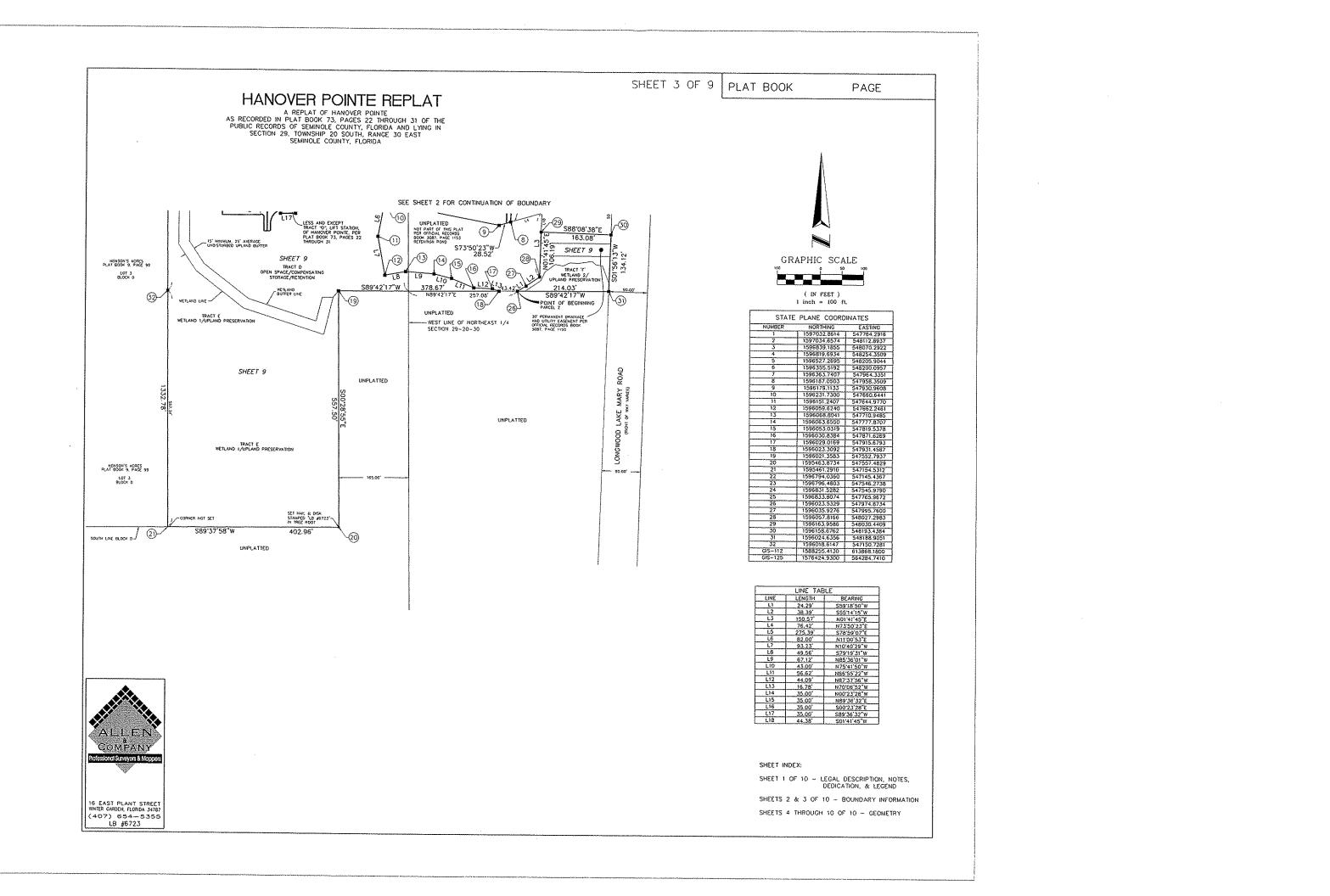
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICITION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WALL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER CRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

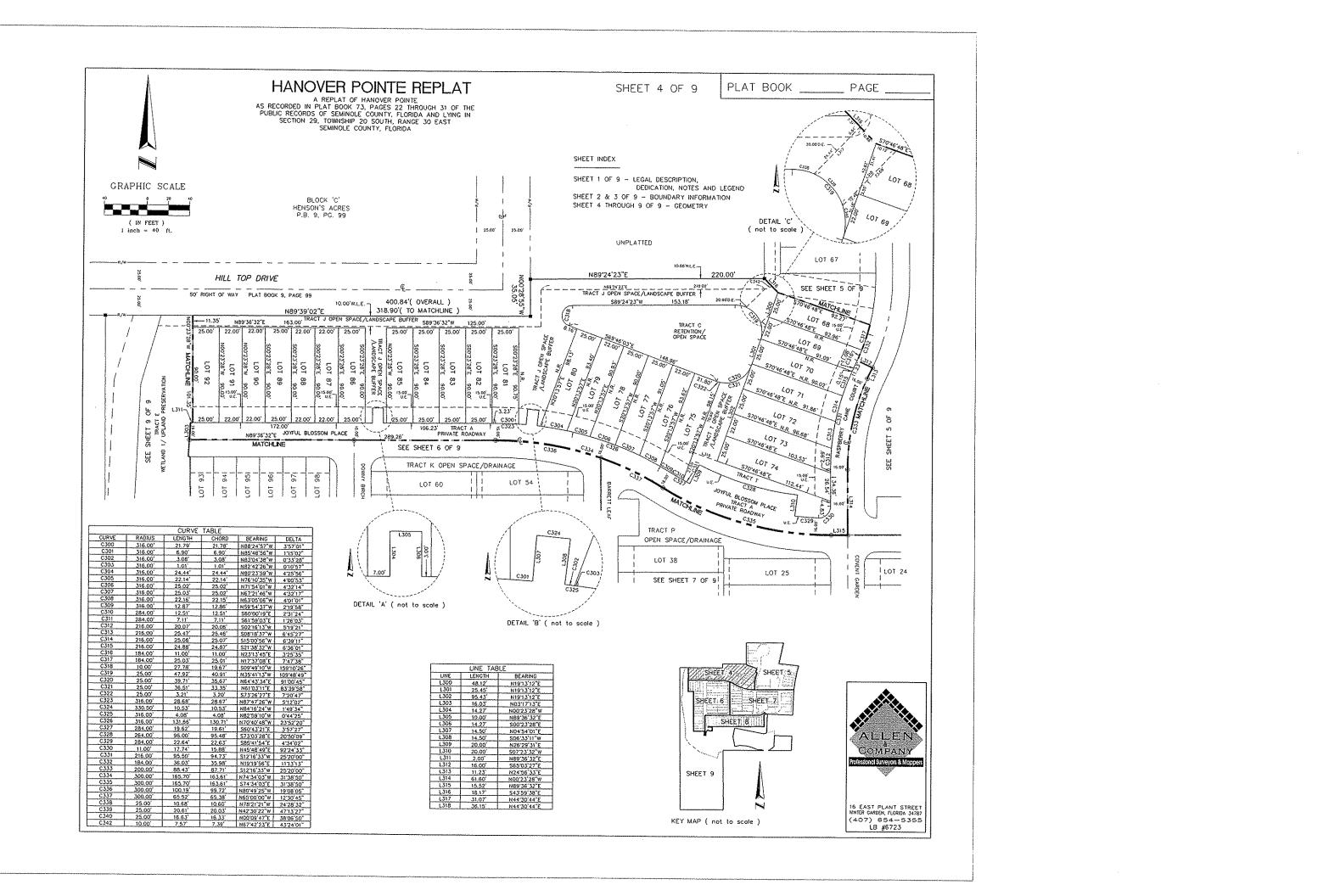
#### EXHIBIT D

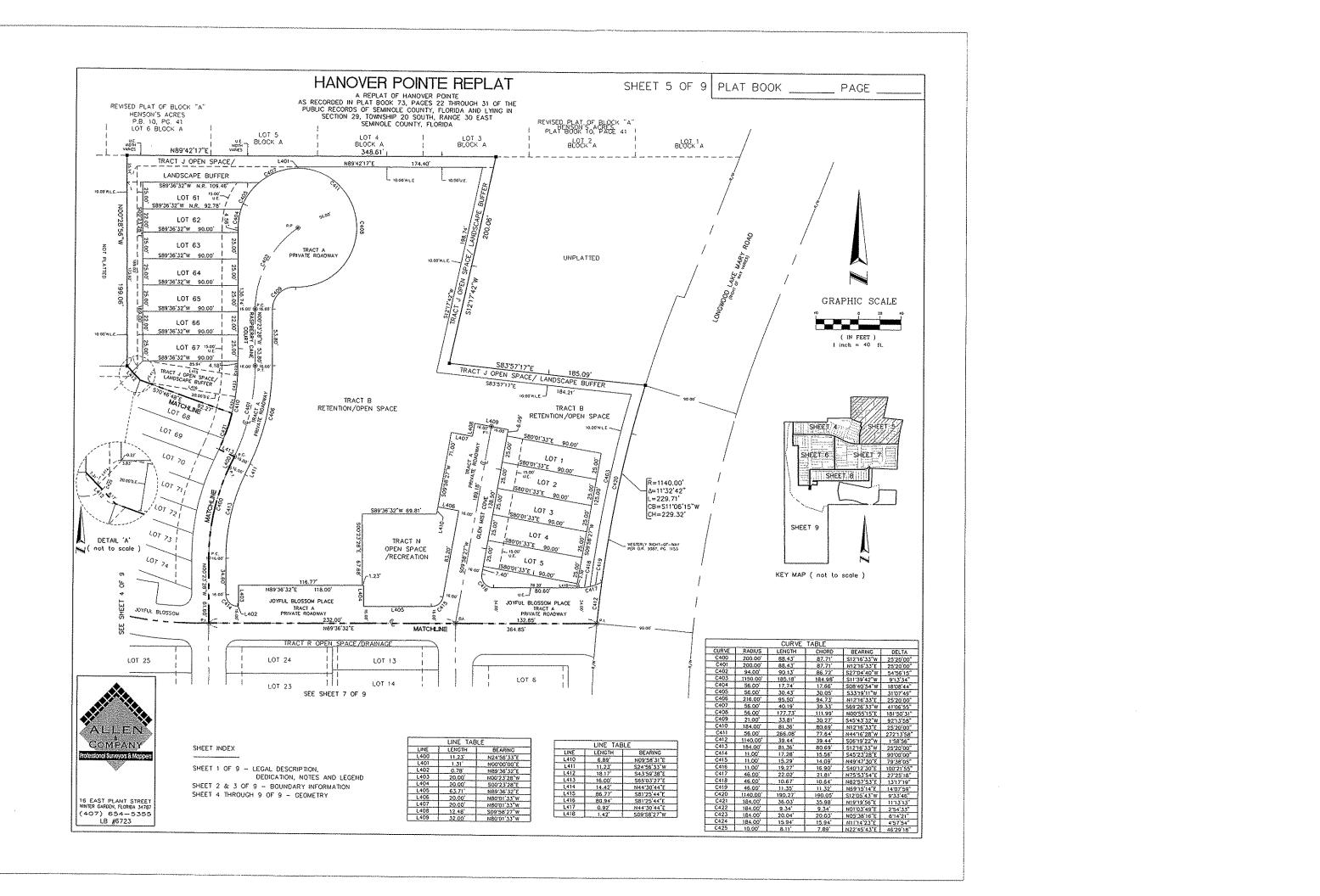


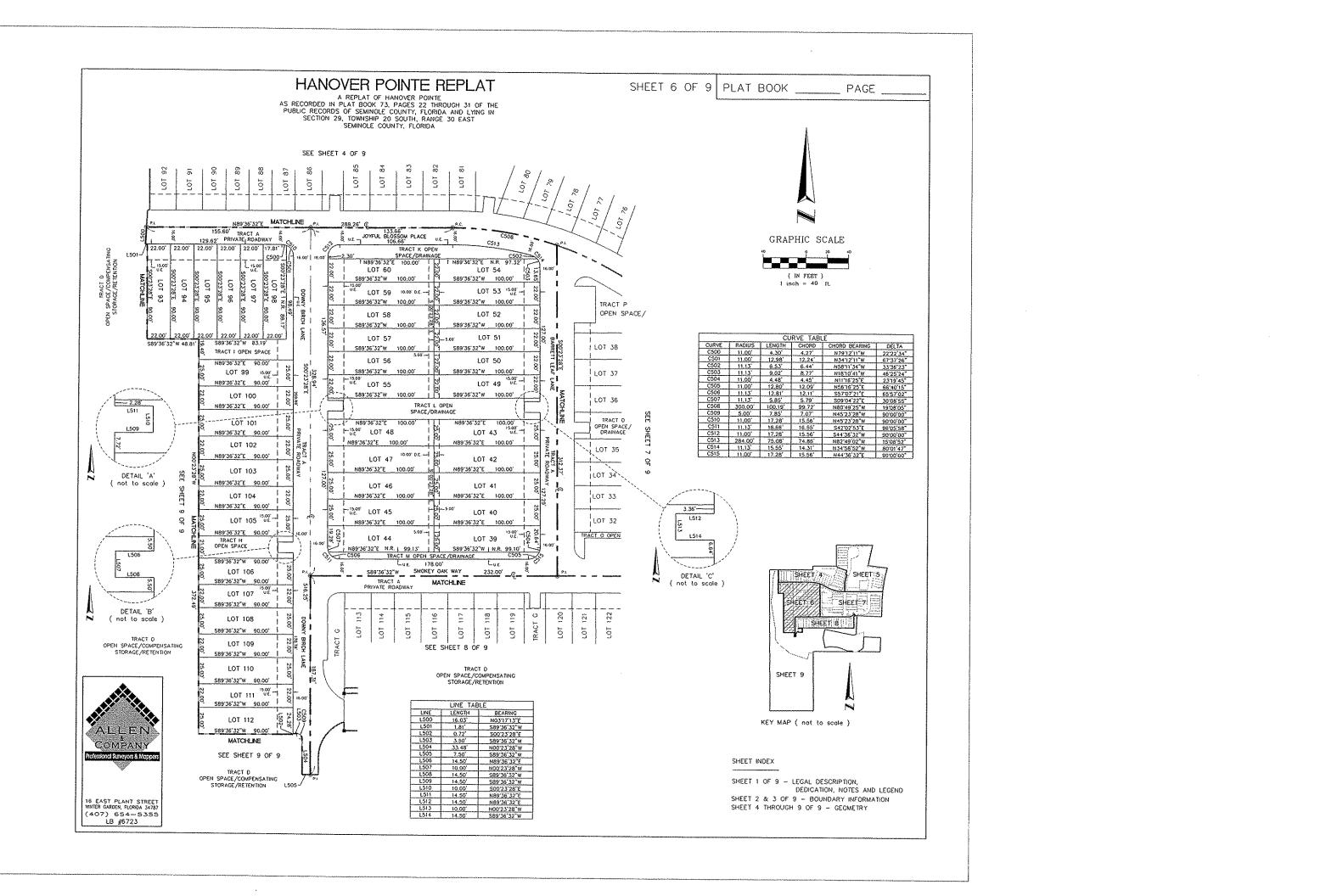


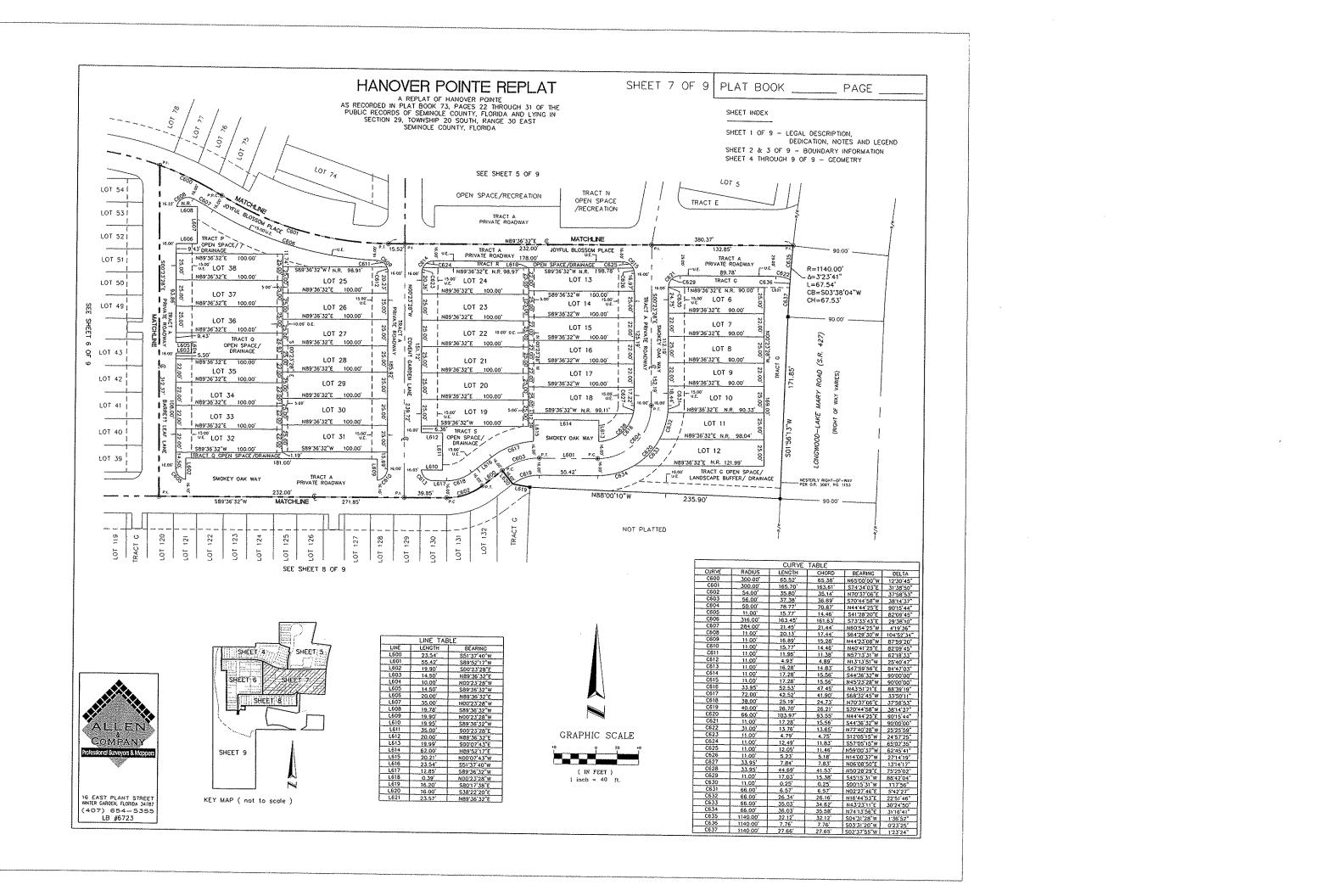


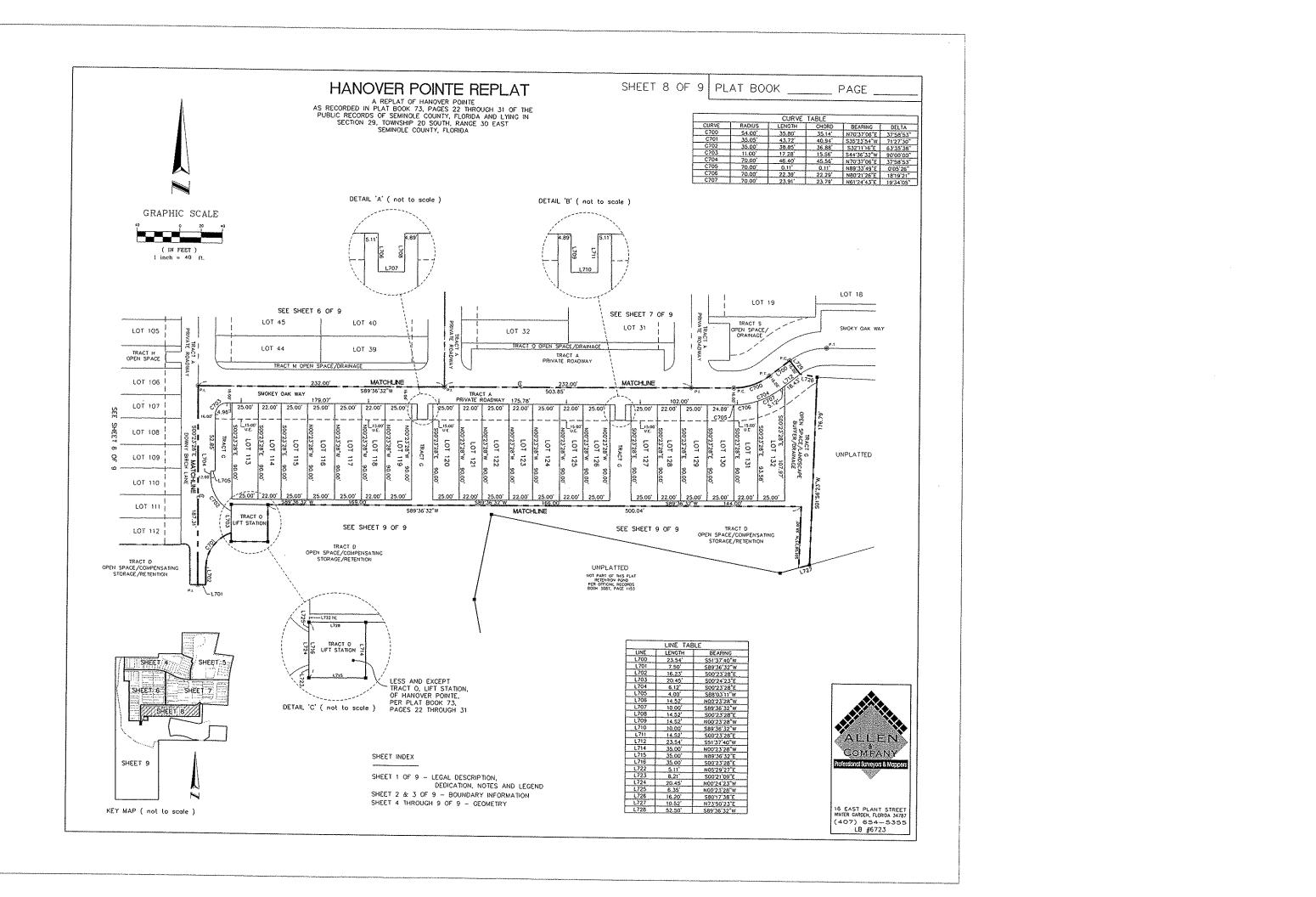


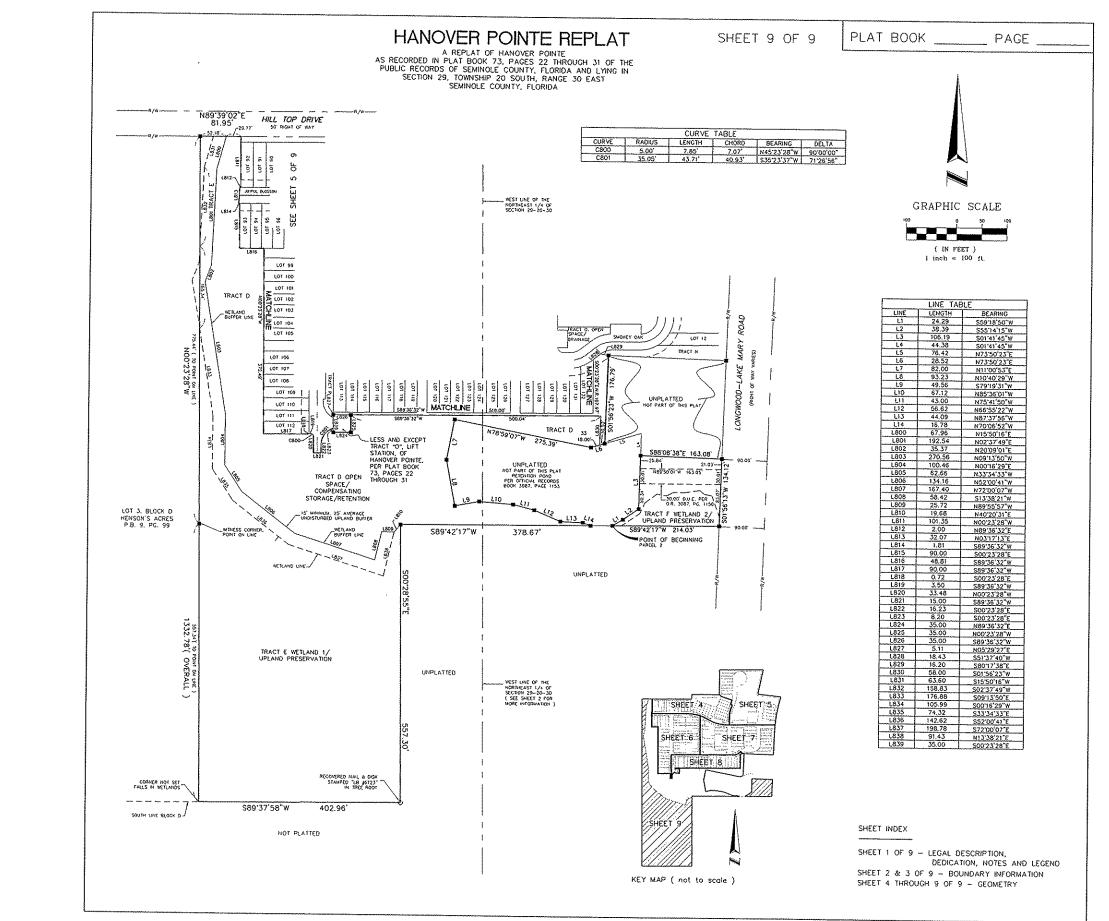






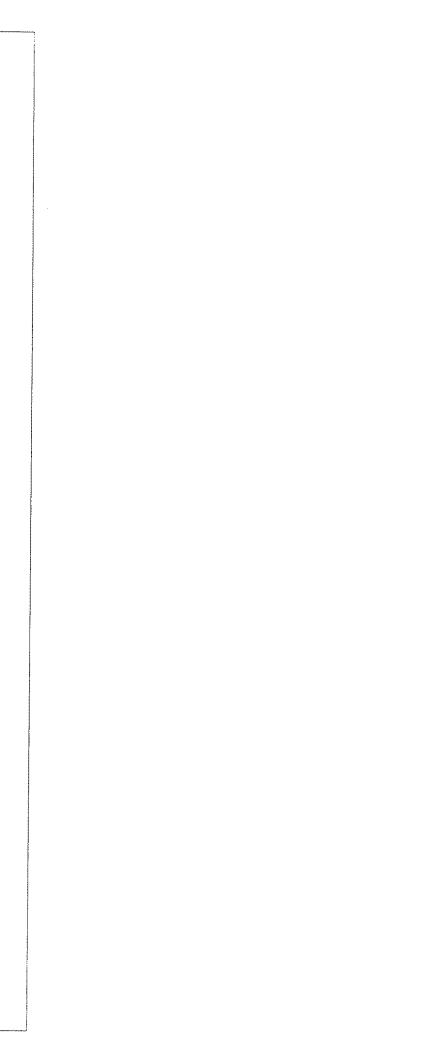






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#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of Irrevocable Letter of Credit # F846075 for Lansdowne

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Dori DeBordCONTACT: Cynthia SweetEXT: 7443

#### **MOTION/RECOMMENDATION:**

Authorize the Board to release the Irrevocable Letter of Credit # P846075 in the amount of \$100,000.00 for Lansdowne, as requested by M/I Homes of Orlando, LLC, applicant.

District 5 Brenda Carey

Cynthia Sweet

#### BACKGROUND:

The applicant, M/I Homes of Orlando, LLC, is requesting the release of the Irrevocable Letter of Credit # F846075 in the amount of \$100,000.00 for Lansdowne.

The Irrevocable Letter of Credit was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the construction and completion of the Lansdowne subdivision improvements. Staff has conducted the final construction inspection and found that all construction requirements were completed per the approved final engineering plan.

Lansdowne subdivision is located on the north side of Orange Blvd., approximately 300 feet west of North Oregon St., in Section 20, Township 19 South, Range 30 East.

#### STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of Irrevocable Letter of Credit # P846075 in the amount of \$100,000.00 for Lansdowne, as requested by M/I Homes of Orlando, LLC, applicant.

#### ATTACHMENTS:

1. Performance Bond

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

# **SUNTRUST**

IRREVOCABLE LETTER OF CREDIT (FOR PERFORMANCE AND PAYMENT AGREEMENT WALL'S LANDSCAPING)

ISSUANCE DATE: MARCH 29, 2005

ISSUING BANK: SUNTRUST BANK 25 PARK PLACE, 16<sup>TH</sup> FLOOR, MC-3706 ATTN: STANDBY LC DEPT. ATLANTA, GA 30303

BENEFICIARY: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771

RE: IRREVOCABLE LETTER OF CREDIT NO. F846075

DEAR COMMISSIONERS,

BY ORDER OF M/I HOMES OF ORLANDO, LLC, 3 EASTON OVAL, SUITE 500, COLUMBUS, OHIO 43219 WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON SUNTRUST BANK UP TO AN AGGREGATE AMOUNT OF \$100,000.00 (ONE HUNDRED THOUSAND AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED MARCH 29, 2005 BETWEEN M/I HOMES OF ORLANDO, LLC AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE APRIL 1, 2006 AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. F846075 OF SUNTRUST BANK DATED MARCH 29, 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 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 PERFORMANCE AND PAYMENT AGREEMENT WITH M/I HOMES OF ORLANDO, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED MARCH 29, 2005 TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU

.....

314617 (8/02)

# **SUNTRUST**

IRREVOCABLE LETTER OF CREDIT F846075

PAGE 2

WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATED SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT SUNTRUST BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED MARCH 29, 2005, AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500.

ALL DOCUMENTS ARE TO BE REMITTED TO: SUNTRUST BANK ATTN: STANDBY LC DEPT. MC: GA-ATL-3706 200 SOUTH ORANGE AVENUE ORLANDO, FL 32801

SUNTRUST BANK

ONLEY

ATTEST

BONNIE ANDERSON VICE PRESIDENT

#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Ja-Ben Estates Final Plat

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Dori DeBord CONTACT: Brian M. Walker EXT: 7337

#### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the final plat for Ja-Ben Estates Subdivision located on Old Geneva Rd. approximately 1,800 feet south of W. Osceola Rd. in Section 16, Township 20S, Range 32E. (Stanley and Belinda Poloski, Applicant)

District 2 Michael McLean

Brian M. Walker

#### BACKGROUND:

The applicants, Stanley and Belinda Poloski, are requesting final plat approval for Ja-Ben Estates Subdivision.

The property is zoned A-5 (Agriculture - five acre minimum lot size). The proposed subdivision is located on Old Geneva Rd. approximately 1,800 feet south of W. Osceola Rd. on 13 acres more or less and consists of 2 lots. Each lot complies with the 5 acre minimum lot size required by the assigned zoning classification.

No infrastructure improvements are proposed at this time.

#### **STAFF RECOMMENDATION:**

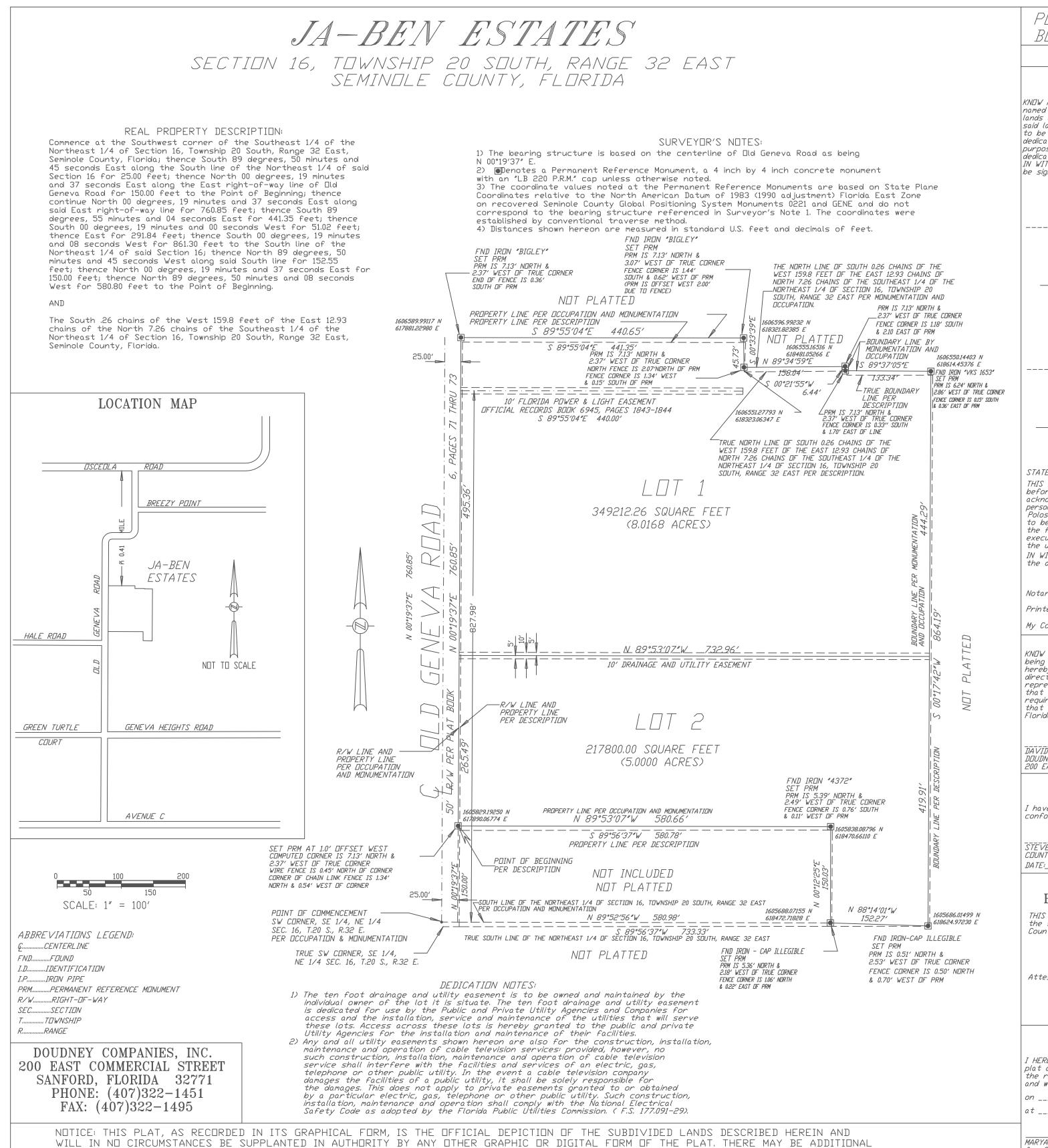
Staff recommends that the Board approve and authorize the Chairman to execute the final plat for Ja-Ben Estates Subdivision located on Old Geneva Rd. approximately 1,800 feet south of W. Osceola Rd. in Section 16, Township 20S, Range 32E.

#### ATTACHMENTS:

- 1. Reduced Size Plat
- 2. Area Map
- 3. Location Map
- 4. Aerial Map

Additionally Reviewed By:

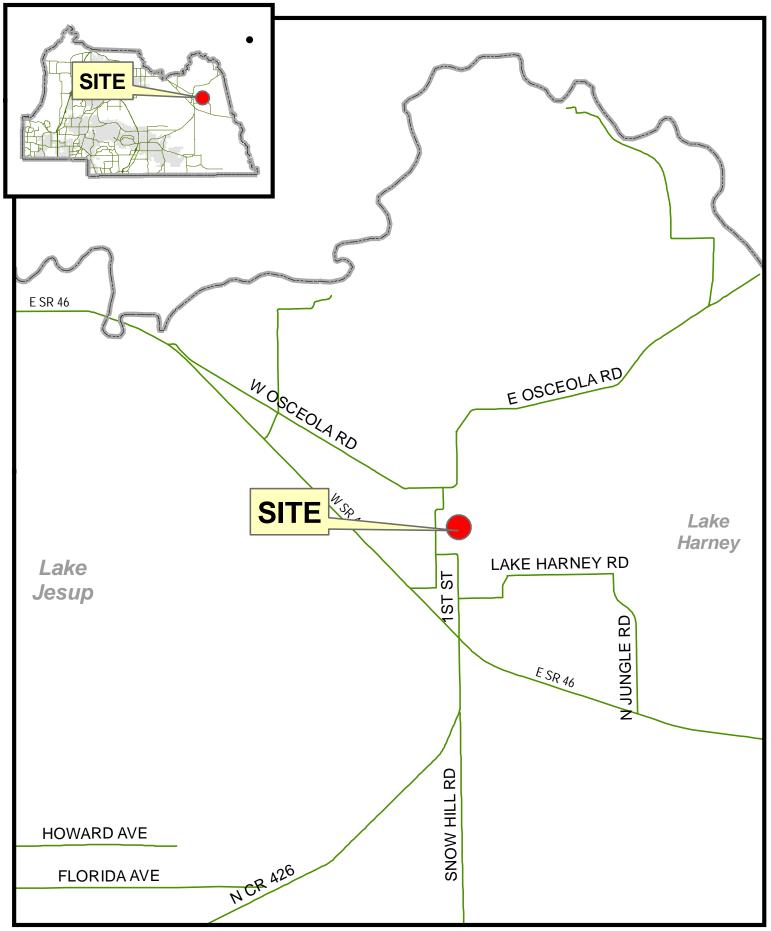
County Attorney Review (Kathleen Furey-Tran)



RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

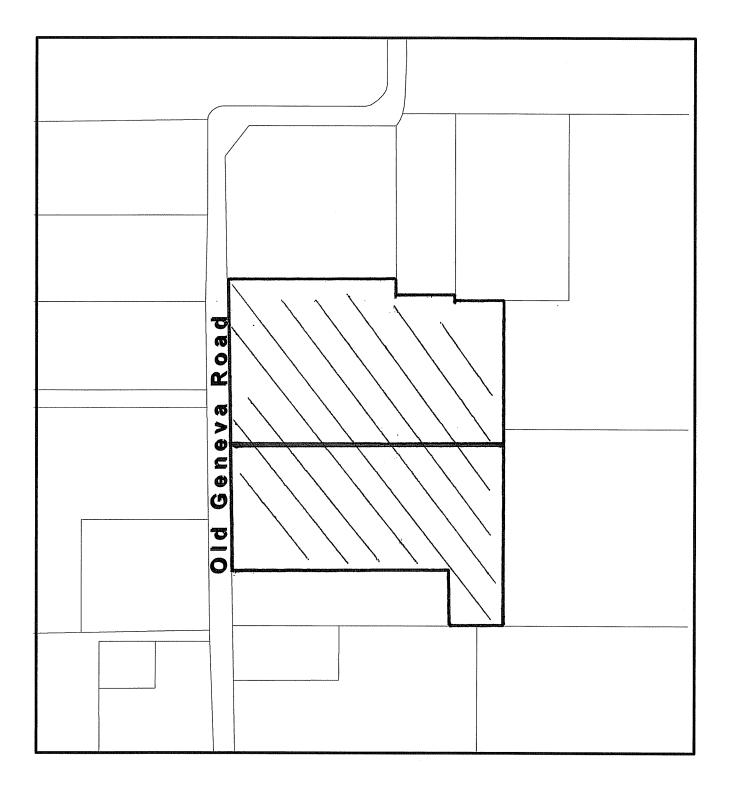
for

AT IDK PAGE	
PAGE 1 DF 1	
DEDICATION OF	
JA-BEN ESTATES L MEN BY THESE PRESENTS, that the owners below, being the owners in fee simple of the escribed in the foregoing caption, have caused ds to be surveyed, laid out and platted, and	
nown as 655 OLD GENEVA ROAD, and do hereby said lands and plat for the uses and s therein expressed. No part of said lands is d to the Public except as noted, and, SS THEREDF, has caused these presents to d and attested to on the dates indicated.	
STANLEY A. POLOSKI AS OWNER	
DHN I. MCGDWEN DAVID A. DDUDNEY WITNESS WITNESS	
BELINDA G. POLOSKI AS OWNER	
DHN I. MCGDWEN DAVID A. DOUDNEY WITNESS WITNESS	
JF FLORIDA; COUNTY OF SEMINOLE: TO CERTIFY, that on , 2008,	
me, an officer duly authorized to take ledgements in the State and County aforesaid, lly appeared Stanley A. Poloski and Belinda G. i, as owners of JA-BEN ESTATES, to me known the individuals described in and who executed regoing Dedication and acknowledged the ion thereof to be their free act and deed for es and purposes therein expressed. NESS WHEREDF, I have set my hand and seal on te above.	
Public NameANGELA C. FRANCISCO	
December 19, 2008 <b>CERTIFICATE OF SURVEYOR</b> LL MEN BY THESE PRESENTS, that the undersigned, licensed and registered land surveyor, does certify that this plat was prepared under his on and supervision and is a correct entation of the lands hereon described and the survey data complies with all of the ments of Chapter 177, Florida Statutes; and aid land is located in Seminole County,	
A. DOUDNEY, FLORIDA REGISTRATION NUMBER 3939 Y COMPANIES, INC., CERTIFICATE NUMBER LB 220 Y COMMERCIAL STREET, SANFORD, FLORIDA 32771	
CERTIFICATE OF COUNTY SURVEYOR reviewed this plat and find it to be in hity with Chapter 177, Florida Statutes.	
L. WESSELS, FLORIDA REGISTRATION NUMBER 4589 SURVEYOR FOR SEMINOLE COUNTY, FLORIDA , 2008.	
CERTIFICATE OF APPROVAL BY DARD OF COUNTY COMMISSIONERS	
S TI CERTIFY, that on, 2008 regoing Plat was approved by the Board of Commissioners of Seminole County, Florida.	
BRENDA CAREY, CHAIRMAN	
MARYANNE MORSE, CLERK OF THE BOARD CERTIFICATE OF THE CLERK	
<b>OF THE CIRCUIT COURT</b> <i>Y CERTIFY, that I have examined the foregoing</i> <i>d find that it complies in form with all of</i> <i>guirements of Chapter 177, Florida Statutes</i> , <i>s filed for record</i>	
2008, File No	
	1



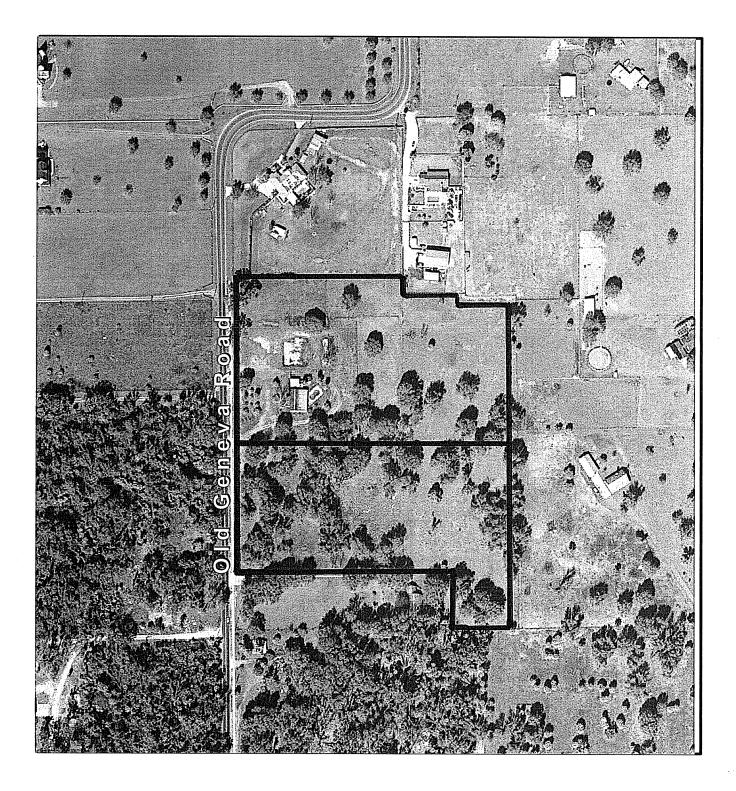
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# JA-BEN ESTATES FINAL PLAT



### JA-BEN ESTATES FINAL PLAT





### JA-BEN ESTATES FINAL PLAT



#### Consent

#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Satisfaction of Code Enforcement Lien – Case No. 08-27-CEB – Michael J.</u> Jackson, previous owner and DBR Holdings & Land, LLC, current owners, 378 Cidermill <u>Place, Lake Mary</u>

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Planning</u>

AUTHORIZED BY: Dori DeBord CONTACT: Carolyn Jane Spencer EXT: 7403

#### MOTION/RECOMMENDATION:

Approve the Satisfaction of Lien in the amount of \$2,100.00, Case No. 08-27-CEB, on 378 Cidermill Place, Lake Mary, Tax Parcel # 17-20-30-5HZ-0B00-0470, previously owned by Michael J. Jackson, and currently owned by DBR Holdings & Land, LLC, and authorize the Chairman to execute a Satisfaction of Lien.

District 4 Carlton D. Henley

Tina Williamson

#### BACKGROUND:

In response to a complaint on October 11, 2007, the Code Enforcement Officer observed the following violation located at 378 Cidermill Place, Lake Mary: Uncultivated vegetation in excess of 24 inches in height within 75 feet of a structure which is in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (h).

The timeline on this violation is below:

DATE	ACTION	RESULT
January 24, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by the Code Enforcement Board setting a compliance date of February 14, 2008 or a fine of \$100.00 per day imposed until compliance is achieved.
February 15, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer after February 15, 2008 reinspection.	Violation remains.
March 8, 2008	Affidavit of Compliance filed by the Code Enforcement Officer after March 7, 2008 reinspection.	Violation corrected. Total fine accrued, \$2,100.00 for 21 days of non-compliance.
March 27, 2008	Code Board Hearing – Order Finding Compliance and Imposing Fine/Lien.	Order entered by the Code Enforcement Board imposing a lien of \$2,100.00.
August 5, 2008	Payment received in the amount of \$2,100.00.	Payment received from Landcastle Title, LLC.

#### **STAFF RECOMMENDATION:**

Staff recommends the Board approve the Satisfaction of Lien in the amount of \$2,100.00, Code Enforcement Board Case #08-27-CEB, on 378 Cidermill Place, Lake Mary, Tax Parcel # 17-20-30-5HZ-0B00-0470, previously owned by Michael J. Jackson, and currently owned by DBR Holdings & Land, LLC, and authorize the Chairman to execute a Satisfaction of Lien.

#### ATTACHMENTS:

- 1. Findings of Fact
- 2. Affidavit of Non-Compliance
- 3. Affidavit of Compliance
- 4. Order imposing Lien
- 5. Check & Receipt
- 6. Property Appraiser Data
- 7. Property Appraiser Data
- 8. Satisfaction of Lien

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

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CODE ENFORCEMENT BOARD CLERK'S # 2008011861 SEMINOLE COUNTY, FLORIDA RECORDED 01/31/2008 02:56:30 PM

ARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINDLE COUNTY BK 06920 Pgs 0489 - 490; (2pgs) CLERK'S # 2008011861 RECORDED 01/31/2008 02:56:30 PM RECORDING FEES 18.50 RECORDED BY G Harford

**SEMINOLE COUNTY**, a political subdivision of the State of Florida,

Petitioner,

1. . ). .

VS.

MICHAEL J. JACKSON PARCEL I.D. NO - 17-20-30-5HZ-0B00-0470

Respondent.

CASE	NO.	08-27-CEB
ONGE		

CERTIFIED COPY CLERK OF THE CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FL BY: Lare Jon DATE: 1/28/08

#### FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-27-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 17-20-30-5HZ-0B00-0470) located at 378 Cidermill Place, Lake Mary, located in Seminole County and legally described as follows:

> LEG LOT 47 BLK B LAKEWOOD AT THE CROSSINGS UNIT 2 PB 33 PGS 49 TO 53

- (b) in possession or control of the property, and
- (c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h)

It is hereby ordered that the Respondent shall correct the violation on or before  $\underline{Fehtward}$   $\underline{14}, \underline{2008}$ . In order to correct the violation, the Respondent shall take the following remedial action:

#### 1) REMOVE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE

If the Respondent does not comply with the Order, a fine of (00.00) per day will be imposed for each day the violation continues or is repeated after compliance past <u>Fcbruary 14</u>, 200 8.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order. This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th day of January 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

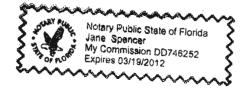
TOM HAGOOD, CHAIR

#### STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 24th day of January 2008, by Tom Hagood, who is personally known to me.

)

Jane Spencer // Notary Public to and for the County and State aforementioned. My Commission Expires



#### CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

<b>SEMINOLE COUNTY</b> , a political subdivision of the State of Florida,	CERTIFIED COPY
Petitioner,	CLERK OF THE
VS.	CODE ENFORCEMENT BOARD
Michael J. Jackson,	SEMINOLE COUNTY FL
Parcel ID 17-20-30-5HZ-0B00-0470,	BY: One Apul 335
Respondent.	DATE: 2/22/08 3
	innumer constant
AFFI	DAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

- 1. That on **January 24, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.
- 2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 14, 2008**
- 3. That a reinspection was performed on February 15, 2008.
- 4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the uncultivated vegetation remains on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this 15<sup>th</sup> day of February 2008.

Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this **15<sup>th</sup>** day of **February 2008**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Notary Public State of Florida AFFNON Jane Spencer My Commission DD746252 Expires 03/19/2012

Notary Public in and for the County and State Aforementioned My commission expires:

#### 

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY BK 06936 Pg 0195; (1pg) CLERK'S # 2008021739 RECORDED 02/25/2008 03:03:52 PM RECORDED 02/25/2008 03:03:52 PM RECORDED BY 6 Harford

#### CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

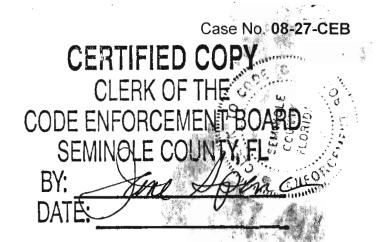
**SEMINOLE COUNTY**, a political subdivision of the State of Florida

Petitioner,

VS.

Michael J. Jackson, parcel ID 17-20-30-5HZ-0B00-0470,

Respondent.



#### AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh**, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

- 1. That on **January 24, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.
- 2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 14, 2008**.
- 3. That a re-inspection was performed and the Respondent was in compliance on **March 7, 2008.**
- 4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **uncultivated vegetation had been removed from the property.**

#### FURTHER AFFIANT SAYETH NOT.

DATED this 8<sup>th</sup> day of March 2008

Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**) COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March 2008, by Deborah Leigh, who is personally known to me and who did take an oath.

MARYANNE MORSE, CLERK OF CIRCUIT COURT CLERK OF SEMINOLE COUNTY BK 06963 Pg 1267; (1pg) FILE NUM 2008038470 RECORDED dMrMAF/2008 08:35:36 AM RECORDING FEES 10.00 RECORDED BY G Harford

Notary Public in and for the County and State Alforementioned My commis EXPIRES: April 25, 2011

REC FEES 18.50,

RECO BY G Harford

MARYANNE MORSE, CLERK OF CIRCU

T SEMINOLE COUNTY, CEN 2008039471 BK 08953 Pgs 1253 - 1289; (2pgs) RECD 04/03/2008 08:55:35 AM

#### CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

MICHAEL J. JACKSON PARCEL I.D. NO -- 17-20-30-5HZ-0B00-0470

Respondent.

CASE NO. 08-27-CEB

CERTIFIED COPY CLERK OF THE CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FL BY: DATE:

#### ORDER FINDING COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID # 17-20-30-5HZ-0B00-0470) located at 378 Cidermill Place, Lake Mary, located in Seminole County and legally described as follows:

## LEG LOT 47 BLK B LAKEWOOD AT THE CROSSINGS UNIT 2 PB 33 PGS 49 TO 53

This case came on for public hearing before the Code Enforcement Board of Seminole County on January 24, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h).

Said Order stated that a fine in the amount of \$100.00 per day would be imposed if the Respondent did not take certain corrective action by February 14, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on February 15, 2008.

An Affidavit of Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had been obtained after reinspection on March 7, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has complied with the Order dated January 24, 2008, the Board orders that a **lien** in the amount of **\$2,100.00** for 21 days of non-compliance at \$100.00 per day, from February 15, 2008 through and including March 6, 2008, be imposed.

08-27-CEB MICHAEL J. JACKSON

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violation exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 27th day of March 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

#### STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27th day of March 2008, by Tom Hagood, who is personally known to me.

)

Jane Spencer (/ Notary Public to and for the County and State aforementioned. My Commission Expires



Buyer/Borrower: DBR Holdings & Land, LLC Seller: Deutsche Bank Trust Company Americas Formerly Known as Property: 378 Cidermill Place Lake Mary/FL/32746 Pay To: Seminole County Sheriff's Office; District 3 Memo: Code Enforcement Lien Check #: 195012424 File #: TPR-080500302S Check Amount: \$ 2,100.00 Disbursement Date: July 16, 2008 Settlement Date: July 11, 2008 Disbursement Date: ztaylor

LANDCASTLE TITLE, LLC	WACHOVIA	195012424
Tampa 5110 Eisenhower Blvd. Suite 102 Tampa, FL 33634	67-022/610	TPR-080500302S
	DATE July 16, 2008	<b>AMOUNT</b> \$ *****2,100.00
PAYTwo Thousand One Hundred and 00/100 ORDER Seminole County Sheriff's Office; District 3 100 Bush Blvd. Sanford, FL 32773	LANDCASTLE TITLE, L VOID AFTER Cryptal B	

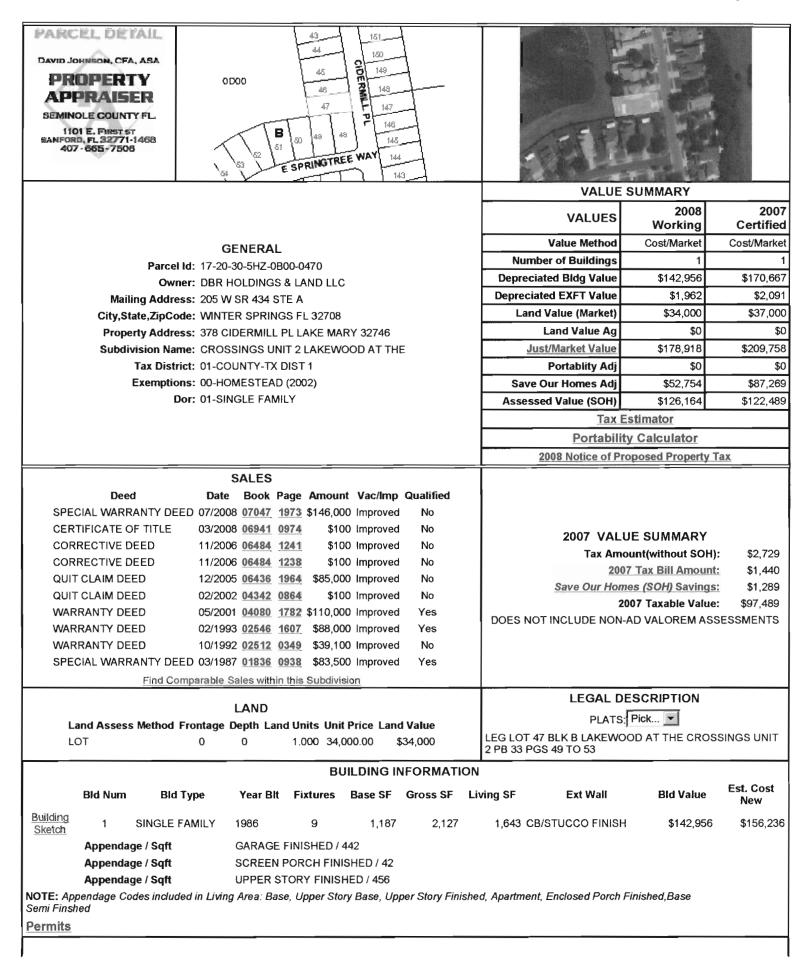
#195012424# #061000227# 2000026186469#

RECEIPT Nº 70136	
Date <u>5</u> 2008 Received from <u>Landcastle THE LLC</u> Address	
Description Parce ID M-20-30-5HZ- DBND-0470	
Account Number Amount Description	5
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Total Amount Board of County Commissioners Check No. <u>150/24</u> 200ash By <u>Mulene Kelline</u>	1

PARCEL DET DAVID JOHNSON, CFA PROPERT APPRAIS	, <b>АБА</b> <b>Т</b> 01	D00	4344	151 150 149 149				THIN TO
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		CENEDA					Value Method:	Market
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		0-30-5HZ-0				Deprecia	ted Bidg Value:	\$169,740
		KSON MIC				Depreciat	ed EXFT Value:	\$1,962
Mailing Add						Land	Value (Market):	\$37,000
City,State,ZipC						· ·	Land Value Ag:	\$0
Property Addr						Jus	t/Market Value:	\$208,702
Subdivision N					INE	Assesse	d Value (SOH):	\$125,551
		COUNTY-T					Exempt Value:	\$25,000
Exempt			, ,				Taxable Value:	\$100,551
	Dor: 01-5	INGLE FAI	VILT			T T	ax Estimator	
						Tax Re	eform_Calcula	itor
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Deed	Date	Book Pag	e Amount	Vac/Imp	Qualified			
CORRECTIVE DEED	11/2006	06484 124	1 \$100	Improved	No			4 51/
	11/2006	06484 123	<b>8</b> \$100	Improved	No		ALUE SUMM	
QUIT CLAIM DEED	12/2005	06436 196	4 \$85,000	Improved	No	2007	Tax Bill Amou	nt: \$1,44
QUIT CLAIM DEED	02/2002	04342 086	4 \$100	Improved	No	Save Our Home	s (SOH) Saving	<b>is:</b> \$1,28
WARRANTY DEED	05/2001	04080 178	<b>2</b> \$110,000	Improved	Yes	20	07 Taxable Valu	ie: \$97,48
WARRANTY DEED	02/1993	02546 160	<b>7</b> \$88,000	Improved	Yes	DOES NOT II	NCLUDE NON-A	
WARRANTY DEED	10/1992	02512 034	<b>9</b> \$39,100	Improved	No		AS	SESSMENT
SPECIAL WARRANTY DEED	03/1987	01836 093	<b>8</b> \$83,500	Improved	Yes			
	omparable	Sales with	in this Subd	ivision				
		LAND				LEGA		ON
Land Assess			Land	Unit	Land	PL	ATS: Pick	
Method	Frontage	Depth		Price	Value	LEG LOT 47 BLK	, —	
LOT	0	0	1.000 37	7,000.00	\$37,000	CROSSINGS UNI		
			BUILD			N		
Bld Bld Type	e Year Blt		Base	Gross SF	Living SF	Ext Wall	Bid Value	Est. Cost New
1 SINGLE 1 FAMILY	1986	9	1,187		1,643	CB/STUCCO FINISH	\$169,740	\$185,50
Appendage /	Saft	GARAG	E FINISHED	0/442				
Appendage /	•		N PORCH F		42			
Appendage /			STORY FIN					
NOTE: Appendage C Porch Finished,Base	odes inclu	ded in Livin				Upper Story Finish	ed, Apartment, E	inclosed

http://www.scpafl.org/web/re\_web.seminole\_county\_title?parcel=1720305HZ0B000470... 12/13/2007

#### Seminole County Property Appraiser Get Information by Parcel Number



http://www.scpafl.org/web/re web.seminole county title?PARCEL=1720305HZ0B000470&coparcel=2... 8/27/2008

#### SATISFACTION OF LIEN AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-27-CEB filed against MICHAEL J. JACKSON and filed by and on behalf of Seminole County, on March 27, 2008, and recorded in Official Records Book 06963, Pages 1268-1269, of the Public Records of Seminole County, Florida, against the following described real property:

#### LEG LOT 47 BLK B LAKEWOOD AT THE CROSSINGS UNIT 2 PB 33 PGS 49 TO 53

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

Ву: \_\_\_\_

BRENDA CAREY, 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. As authorized for execution by the Board of County Commissioners at their October 14, 2008 regular meeting.

Date:

County Attorney

#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Joint Infrastructure Agreement Between Savannah Park at Heathrow Homeowners Association, Inc. and Seminole County to Facilitate Construction of a Decorative Fence Around a County-Owned Retention Pond

DEPARTMENT: Public WorksDIVISION: EngineeringAUTHORIZED BY: Gary JohnsonCONTACT: Mark FlomerfeltEXT: 5709

#### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Joint Infrastructure Agreement between Savannah Park at Heathrow Homeowners Association, Inc. (HOA) and Seminole County to facilitate construction of a decorative fence.

District 5 Brenda Carey

Jerry McCollum

#### BACKGROUND:

Representatives from the Savannah Park HOA have requested that Seminole County enter into an agreement to construct a decorative fence around the County-owned retention pond located at the northwest corner of International Parkway and Wilson Road. The new fence shall match the existing fence that runs along the project north to Wayside Drive. Savannah Park will provide landscaping and perform aesthetic maintenance of the pond at no cost to the County.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Joint Infrastructure Agreement between Savannah Park at Heathrow Homeowners Association, Inc. and Seminole County to facilitate the construction of a decorative fence.

#### ATTACHMENTS:

- 1. Location Map
- 2. Agreement

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



Prepared by and Return to:

Kimberly Romano Kopp, Esq. Akerman Senterfitt 420 S. Orange Avenue, Suite 1200 Orlando, Florida 32801

#### JOINT INFRASTRUCTURE AGREEMENT (Savannah Park)

----THIS SPACE FOR RECORDER'S USE------

THIS JOINT INFRASTRUCTURE AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2008, by and between SAVANNAH PARK AT HEATHROW HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is c/o Ashton Orlando Residential, LLC, 2450 Maitland Center Parkway, Suite 301, Maitland, Florida, 32751 ("Savannah Park HOA"), 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, ("COUNTY").

#### WITNESSETH:

WHEREAS, Savannah Park HOA has been formed as the Association under that certain Declaration of Conditions, Covenants, Easements and Restrictions for Residential Parcel, Savannah Park, recorded at Official Records Book 6965, Page 1279, Public Records of Seminole County, Florida, for the purpose of, among other things, administration, maintenance, repair, restoration, replacement, preservation and protection of the common property associated with the subdivision known as "Savannah Park", according to the plat thereof recorded at Plat Book 74 Page 22, Public Records of Seminole County, Florida.

WHEREAS, the COUNTY owns a parcel of land at the Northwest corner of the intersection of Wilson Road and International Parkway, adjacent to Tract C of Savannah Park ("County Parcel"). The COUNTY has previously constructed a storm water retention pond on the County Parcel. The County Parcel is situated between the west right-of-way line of International Parkway and Tract C of Savannah Park.

WHEREAS, Savannah Park HOA and the COUNTY agree that improvements to the aesthetic appearance of the County Parcel also enhance the aesthetic appearance of the "Savannah Park" subdivision, and in this regard the Savannah Park HOA has proposed to improve the appearance of the area of the County Parcel around the retention pond by removal of the existing vinyl-covered chain-link fencing and the installation of decorative columns and aluminum fencing of a style similar to that erected around other portions of the Savannah Park subdivision, and planting of landscaping including trees and plantings around the perimeter of the County Parcel, all as more specifically depicted in the landscape plan attached hereto as **Exhibit "A"** and by this reference incorporated herein ("Landscape Plan"); and

WHEREAS, the provisions of this Agreement serve the public interest and will result in a benefit to Savannah Park HOA, the COUNTY and the citizens of Seminole 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:

<u>Recitals</u>. The foregoing recitals are true and form a material part of this Agreement.

{O1283729;6}

2. <u>The County Parcel</u>. The County Parcel which is the subject of this Agreement is the site of the COUNTY's stormwater retention pond, and is more particularly described on Exhibit "B", attached hereto and incorporated herein by this reference.

3. Landscape Plan. The COUNTY hereby approves the Landscape Plan and authorizes Savannah Park HOA to remove the existing vinyl-covered chain-link fence around the perimeter of the County Parcel and to install in its place certain improvements as depicted on the Landscape Plan ("Aesthetic Improvements"). As depicted in the Landscape Plan, the Aesthetic Improvements will include decorative columns and fencing, and may include the planting of trees and landscaping, and an irrigation system. Savannah Park HOA shall remove the existing chain-link fencing in such a manner as to preserve the utility of such fencing to the greatest extent possible, and shall return such fencing to the COUNTY. The new fencing must include access gates at the locations depicted on the Landscape Plan. This agreement does not authorize Savannah Park HOA to make any modifications to the area, capacity or hydrology of the retention pond.

4. **Design and Permitting of Aesthetic Improvements**. Savannah Park HOA shall be responsible for all costs and expenses associated with the design, permitting and construction of the Aesthetic Improvements. Savannah Park HOA shall also be responsible for obtaining any governmental permits required for installation of the Aesthetic Improvements in addition to the COUNTY's approval of the Landscape Plan set forth herein. Nothing in this Agreement shall be construed to relieve Savannah Park HOA from compliance with applicable land use and development regulations of the COUNTY, if any.

5. <u>License to Enter County Parcel</u>. COUNTY hereby grants Savannah Park HOA the non-exclusive license and right to enter the County Parcel for the limited purposes of

accomplishing the Construction described in Paragraph 6, and the Aesthetic Maintenance described in Paragraph 7, as well as any necessary activities incidental to such activities.

6. <u>Construction</u>. Savannah Park HOA shall cause all contractors performing work on the County Parcel 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 Parcel. Actual construction of the Aesthetic Improvements shall not begin until the COUNTY approves the form and content of all insurance policies and payment and performance bonds provided by the general contractor.

The COUNTY may inspect the construction at any time and Savannah Park HOA shall immediately correct any deficiencies noted. The construction work shall not interfere with the necessary functioning of the retention pond for the COUNTY's requirements. Savannah Park HOA shall indemnify and hold the COUNTY harmless from and against any and all claims arising on the County Parcel either from or during the construction work, including claims of lien under Chapter 713, Florida Statutes. In the event any contractor, subcontractor, materialman, laborer or third party attempts to place such a lien against the County Parcel, then Savannah Park HOA shall immediately post or cause to be posted a bond to transfer the lien from the property to the bond. Savannah Park HOA shall be 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's property arising from the construction work, from Savannah Park HOA's maintenance of the Aesthetic Improvements or from Savannah Park HOA's work on, or use of the County Parcel, whether the claim of lien is ultimately judged valid or not.

7. <u>Aesthetic Maintenance of the County Parcel</u>. Upon completion of the constructed improvements, Savannah Park HOA shall assume all "Aesthetic Maintenance" of the

4

County Parcel. For purposes of this Agreement, "Aesthetic Maintenance" shall mean and include, at least monthly mowing of the County Parcel (above the water line of the retention pond) appropriate watering of shrubs and grass, and trimming of trees; painting of masonry columns and mechanical repairs and maintenance of fencing and gates. The COUNTY shall retain sole responsibility to provide "Functional Maintenance" to the retention pond and any conveyance structures. "Functional Maintenance" means that type and frequency of maintenance necessary to maintain the designed operational functionality of the retention pond and connected conveyance structures. Nothing herein shall require Savannah Park HOA to repair or provide Functional Maintenance as described above, to the retention pond or connected conveyance structures.

8. Indemnity Agreement. Savannah Park HOA agrees to indemnify and hold harmless the COUNTY from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with Savannah Park HOA's construction, reconstruction, maintenance or other use of the County Parcel or the Aesthetic Improvements or any act or omission of Savannah Park HOA's construction, reconstruction, maintenance or other use of the County Parcel or the Aesthetic Improvements or any way connected with Savannah Park HOA's construction, maintenance or other use of the County Parcel or the Aesthetic Improvements. This agreement by Savannah Park HOA to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees (both at trial and on appeal), incurred by the COUNTY on account of or by reason of such injuries, damages, liability, claims, suits or losses. This agreement by Savannah Park HOA to indemnify and hold the COUNTY harmless includes all claims alleging negligence on the part of the COUNTY, its commissioners, officers, agents or employees, except

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those claims specifically alleging gross negligence or willful misconduct on the part of the COUNTY, its commissioners, officers, agents or employees.

9. Insurance. Savannah Park HOA shall maintain a commercial general liability policy, including premises liability, naming the COUNTY as an additional insured, covering the County Parcel, with minimum combined single limits of one million dollars (\$1,000,000.00) per occurrence, which policy shall cover the activities of Savannah Park HOA, its officers, employees, agents and contractors (for purpose of this paragraph, "Savannah Park HOA"), during all times that Savannah Park HOA is exercising its license to enter the County Parcel for the purposes specified in Paragraph 5. Such insurance shall specifically cover the indemnification set forth in Paragraph 8 herein. 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. Savannah Park HOA shall immediately procure replacement coverage in the event that any policy is cancelled, lapses or otherwise is terminated.

10. <u>Miscellaneous</u>. As used in this Agreement, the term Savannah Park HOA shall refer to Savannah Park at Heathrow Homeowners Association, Inc., its successors and assigns. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

[Signatures begin on page 7. Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

hature

Print Name

Signature PMON hr

Print Name

#### "SAVANNAH PARK HOA"

SAVANNAH PARK AT HEATHROW HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Name: John Reny Title: President

The foregoing instrument was acknowledged before me this 5 day of <u>sept</u>, 2008, by John Reny, as President of Savannah Park at Heathrow Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Said person (check one) or is personally known to me or  $\Box$  produced \_\_\_\_\_\_\_ as identification.

LISA SWINGLE MY COMMISSION # DD719546 EXPIRES September 27, 2011 FloridaNotaryService.com

Print Name: 150

#### ATTEST:

### BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. By: BRENDA CAREY, (Chairman)

Date:

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. As authorized by the Board of County Commissioners at their meeting of , 2008.

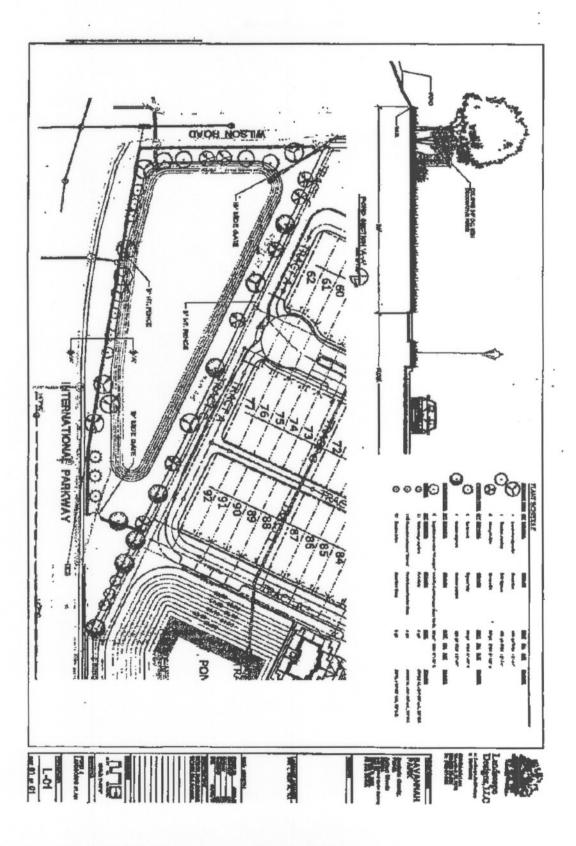
County Attorney

{01283729;6}

### Exhibit "A" to Joint Infrastructure Agreement

nalf sqassbna.I

A



#### Exhibit B to Joint Infrastructure Agreement

#### County Parcel

[ Also known as "Parcel 113A"]

A portion of that certain parcel as recorded in O.R. Book 1889, Page 1162, lying in the Southeast ¼ of Section 30, Township 19 South, Range 30, Seminole County, Florida, being more particularly described as follows:

From the Southeast corner of said Southeast ¼, run thence North 00°14'02" East along the East line thereof for 25.00 feet to the North line of Wilson Road; thence South 89°32'52" West along said North line a distance of 292.86 feet for the Point of Beginning; thence South 89°32'52" West along said Northerly right-of-way line a distance of 264.55 feet to a point on the Sanford Grant Line; thence North 25°17'40" East along said Sanford Grant Line a distance of 749.26 (sic); thence run South 00°14'02" West a distance of 342.53 feet to a point on a curve concave Westerly, having a radius of 1075.92 (sic) and a chord bearing of South 09°14'57" West; thence run Southerly along the arc of said curve through a central angle of 18°01'51", a distance of 338.59 (sic) to the Point of Beginning.

Containing 2.236 Acres, more or less.

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

DEPARTMENT: Clerk's Office DIV

AUTHORIZED BY: <u>Sharon Peters</u>, <u>Sabrina O'Bryan</u> CONTACT: <u>Sandy McCann</u> EXT: <u>7662</u>

#### **MOTION/RECOMMENDATION:**

Approval of Expenditure Approval Lists dated September 8 & 15, 2008; and Payroll Approval Lists dated September 4 & 18, 2008; and approval of BCC Minutes dated September 9 & 10, 2008; and Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

#### BACKGROUND:

Clerk's Report attached.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve Expenditure Approval Lists dated September 8 & 15, 2008; and Payroll Approval Lists dated September 4 & 18, 2008; and BCC Minutes dated September 9 & 10, 2008; and Clerk's "Received and Filed" - for information only.

#### ATTACHMENTS:

1. Clerk's Report 10-14-08

Additionally Reviewed By: No additional reviews

DIVISION:

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

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

DEPARTMEN	T <u>Clerk's</u>	Office	/ DIVISION:	C	County Commission Records Sandy McCann EXT. 7662			
AUTHORIZED	BY Dave	Godwin	, _CONTACT:	Sa	ndy McCann	_EXT	7662	
Agenda Date	<u>10-14-2008</u>	Regular 🗌	Consent	X	Work Session		Briefing	

#### MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists Approval of BCC Minutes

#### BACKGROUND:

- 1. Expenditure Approval Lists dated September 8 & 15, 2008; and Payroll Approval Lists dated September 4 & 18, 2008
- 2. BCC Minutes dated September 9 & 10, 2008
- 3. Clerk's "Received and Filed" for information only

Reviewed by:
Co. Att
OMB
Other
DCM
СМ

#### CLERK'S REPORT OCTOBER 14, 2008

#### I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

#### A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated September 8 and 15, 2008; and Payroll Approval Lists dated September 4 and 18, 2008, presented.

ACTION REQUESTED: Motion approving same.

#### II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated September 9 and 10, 2008.

ACTION REQUESTED: Motion approving same.

- B. RECEIVED AND FILED For Information Only.
  - Notice of Commission Hearing and Prehearing to Utilities, Inc. Office of Public Counsel and All Other Interested Persons re: Docket No. 080006-WS.
  - 2. Work Order #20 to PS-1501-06.
  - Acceptance of Maintenance Agreement and Letter of Credit for the project known as I-4 Industrial Park 5<sup>th</sup> and 6<sup>th</sup> sections in the amount of \$56,269.35.
  - 4. Change Order #2 to CC-2424-07.
  - 5. Closeout for Work Order #20 to CC-1075-06.
  - 6. Work Orders #1, #2 & #3 to CC-2183-07.
  - 7. Work Order #6 to PS-2249-07.

- 8. Work Order #38 to PS-1074-06.
- 9. Change Order #3 to CC-2641-07.
- 10. Work Order #2 to CC-2184-07.
- 11. Work Order #5 to CC-2183-07.
- 12. 2007-2008 Center for Affordable Housing, Inc. Home Program-Community Housing Development Organization Affordable Single-Family Rental Housing Development Agreement, approved by the BCC on July 24, 2007.
- 13. Work Order #41 to PS-1529-06.
- 14. Amendment #4 to Work Order #16 to PS-0381-06.
- 15. Amendment #1 to Work Order #24 to PS-0381-06.
- 16. Work Order #103 to PS-5165-04.
- 17. Amendment #2 to M-3763-08.
- 18. Work Orders #28 and #29 to RFP-0225-05.
- 19. Contract for Services for Beverly J. Wiley.
- 20. Change Order #3 to CC-2098-07.
- 21. Work Order #27 to CC-1075-06.
- 22. Work Order #4 to PS-2249-07.
- 23. Change Order #4 to CC-1114-05.
- 24. Change Order #1 to Work Order #8 to CC-1284-06.
- 25. Work Order #5 to PS-2249-07.
- 26. Work Order #27 to PS-0381-06.
- 27. Work Order #39 to PS-5174-04.

- 28. Work Order #14 to RFP-0013-05.
- 29. Work Order #16 to RFP-0778-06.
- 30. Work Order #38 to PS-1529-06.
- 31. IFB-600423-08 Term Contract for Purchase of Fire Uniforms, Plexus Marketing, Inc.
- 32. Executive Orders #2008-003 and #2008-004 relating to continued flooding following Tropical Storm Fay.
- 33. Amendment #1 to Work Order #20 to PS-1074-06.
- 34. Amendment #1 to Work Order #1 to RFP-2574-07.
- 35. Change Order #1 to CC-2822-07.
- 36. Eden Point Developer's Commitment Agreement approved by the BCC on June 24, 2008.
- 37. BOA Development Orders as follows: #08-32000008, Embarq Corp.; #08-3200007, La Amistad; #08-3100008, Tom Rogers; #08-30000072, Oxford RKP, Inc.; #08-30000071, Robert & Pamela Stockman; #08-30000070, Radovan & Miroslava S. Jovic; #08-30000069, Gary Dangleman; #08-320000068, Eduardo & Rebecca Acevedo; #08-30000067, Rosa Evans & Watson; #08-30000066, Home Savers Kia Enterprises, Inc.; and #08-3000065, Daniel Cook.
- 38. Assistant and Associate Tennis Pro Agreements for Rachel Magory and Michael Perkinson; and Tennis Development Instructor Agreement for Leanne Yarn.
- 39. Amendment #3 to Work Order #18 to PS-1074-06.
- 40. Amendment #1 to Work Order #2 to PS-1175-06.
- 41. Work Order #1 to CC-2184-07.

- 42. Amendment #1 to Work Order #20 to PS-1529-06.
- 43. Work Order #40 to PS-1529-06.

- 44. RFP-600472-08 Contract for Legal Counsel to the Value Adjustment Board, Janice Merrill, P.A.
- 45. Right-of-way Utilization Maintenance Bond in the amount of \$2,430 for the project known as Pools by Bradley.
- 46. Work Order #30 to PS-0381-06.
- 47. Work Order #61 to PS-5120-02.
- 48. Amendment #1 to Work Order #80 to PS-5165-04.
- 49. Work Order #39 to PS-1529-06.
- 50. Amendment #1 to Work Order #2 to RFP-2574-07.
- 51. Bids as follows: RFP-600509-08; CC-3464-08; IFB-600451-08; and Presentation CD for CC-3645-08.

#### Consent

#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure - Contribution to Seminole County 2008 Red Ribbon Campaign

**DEPARTMENT:** Sheriff's Office DIVISION:

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

#### MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust Fund to provide funding in support of the 2008 Seminole County Red Ribbon Campaign.

County-wide

Penny Fleming

#### **BACKGROUND:**

The Seminole County Sheriff's Office is requesting an expenditure from the Law Enforcement Trust Fund in the amount of \$2,000 to provide funding for the 2008 Red Ribbon Campaign. Participants in the 2008 campaign include public and private schools, businesses, churches, civic organizations and governmental agencies within Seminole County.

this request is a public awareness benefit in support of drug and alcohol prevention programs. Red Ribbon Week will take place October 20 - 24, 2008. Providing funding in the amount of \$2,000.00 will financially assist the campaign with expenses incurred in the purchase of red ribbons for the school children of Seminole County. These ribbons are worn by students and adults to heighten awareness of the danger of illegal/legal drug and alcohol abuse.

this request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture fund Cash Balance prior to this commitment is \$56,450.

#### **STAFF RECOMMENDATION:**

Staff recommends approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust Fund to provide funding in support of the 2008 Seminole County Red Ribbon Campaign.

> Additionally Reviewed By: No additional reviews

10/14/2008

AGENDA MEMORANDUM

**SUBJECT:** Law Enforcement Trust Fund Expenditure - Contribution to Central Florida YMCA for 2008 Youth Programs

DEPARTMENT: Sheriff's Office DIVISION:

AUTHORIZED BY: <u>Sharon Peters</u>, <u>Sabrina O'Bryan</u> CONTACT: <u>Penny Fleming</u> EXT: <u>6617</u>

#### **MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust fund to provide funding in support of the Central Florida YMCA 2008 Youth Scholarship Program.

County-wide

Penny Fleming

#### BACKGROUND:

The Sheriff's Office is a strong supporter of youth programs, especially those that target at risk youth. These programs help build self-esteem of impressionable youths and provide an enriching diversion to potential criminal activity. The YMCA is a well-known leader in providing youth programs. Supporting the YMCA's 2008 Youth Scholarship program will allow youths, regardless of their ability to pay, to attend programs they would otherwise be unable to afford such as basketball, soccer, after school care, summer camp and many others. By making a \$2,000 contribution to the Youth Scholarship Program, the Sheriff's Office is investing in the area's youth and hopefully providing a diversion to criminal activity, which benefits all Seminole County residents.

This request complies with Chapter 932.77055 (4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$54,450.

#### **STAFF RECOMMENDATION:**

Staff recommends approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust fund to provide funding in support of the Central Florida YMCA 2008 Youth Scholarship Program.

Additionally Reviewed By: No additional reviews