



**SEMINOLE COUNTY, FLORIDA**  
**Board of County Commissioners**  
**Meeting Agenda**

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Tuesday, February 24, 2026

9:30 AM

BCC Chambers

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Please silence all cell phones/electronic devices

**I. CALL TO ORDER**

Chairman Andria Herr

**II. INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Andy Searles, Church Together

**III. AWARDS, PRESENTATIONS AND PROCLAMATIONS**

1. Resolution Honoring the Retirement of Roads and Stormwater Division Manager Owen Reagan [2026-0190](#)
2. Resolution Honoring the Contributions of League of Women Voters Member Marilyn Crotty [2026-0194](#)
3. County Investment Advisor Report (**Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management**) [2026-0192](#)

**IV. CONSENT AGENDA – PUBLIC PARTICIPATION**

Florida law provides that members of the public shall be given a reasonable opportunity to be heard on propositions before the Board of County Commissioners, except when the Board is acting on emergency or ministerial matters or conducting a meeting exempt from the requirements of the Sunshine Law. Individuals shall be permitted three (3) minutes each for public participation, or six (6) minutes when the individual is an official representative of a formal association or group. The Chairman may modify the maximum time for public participation, at his sole discretion, when appropriate.

Public participation on quasi-judicial or other public hearing items will occur during the Board's consideration of those items this afternoon. Public participation on pending procurement matters or on non-agenda items shall not be permitted at this time. Members of the public desiring to make public comment must fill out a speaker form and present the form to staff. Forms are available in the lobby.

**Changes to Consent Agenda****Public Comment (Consent Items Only)****Constitutional Officers – Consent Agenda (Item No. 4)**

4. Expenditure Approval Lists dated January 21, 28, and February 4, 2026; Payroll Approval List dated January 29, 2026; 2026 BCC Records Destruction; and BCC Official Minutes dated January 13 and 27, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** [2026-0166](#)

**County Manager's Consent Agenda (Items No. 5 - 22)****County Manager's Office**

5. Approve and authorize the Chairman to execute a Proclamation proclaiming February 16 - 20, 2026 as "Food Check Out Week" in Seminole County, FL [2026-0193](#)
6. Approve and authorize the Chairman to execute a Resolution Honoring the 60th Anniversary of Community Legal Services in Seminole County, Florida [2026-0196](#)

**Administrative Services**

7. Award RFP-5099-25/LTT for Laboratory Analysis Services to Advanced Environmental Laboratories, Inc. and Pace Analytical Services, LLC at an estimated annual amount of \$600,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department - Environmental Services [2026-0148](#)
8. Approve Change Order #4 to CC-4508-23/GCM Lake Monroe Trail Loop - Phase I (LAP) in the amount of \$72,883.97 with DB Civil Construction LLC and authorize the Purchasing & Contracts Division to execute this Change Order. District 5-Herr (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department - Public Works [2026-0165](#)
9. Approve and authorize the Chairman to execute the First Amendment to Holdover Agreement related to Parcel #150 remainder between Thomas J. Sheipe and Margaret P. Sheipe and Seminole County as part of the Orange Boulevard Improvement Project. District5 - Herr (**Stephen Koontz, Administrative Services Deputy Director**) [2026-0177](#)

**Community Services**

10. Approve and authorize the Chairman to execute a Resolution adopting the Florida Department of Health in Seminole County (FDOH-Seminole) Fee Schedule update to the Administrative Code. Countywide (**Allison Thall, Community Services Director**) [2026-0158](#)

**Development Services**

11. Approve and authorize the Chairman to execute a Special Event Permit for Sham Rock N Run 5k Charity Run on Saturday, March 14, 2026, located at 2021 W. SR 426; subject to Staff's recommendations included in the attached Special Event Permit. District1 - Dallari (**Mike Rhodes, Interim Development Services Director**) [2026-0155](#)

**Environmental Services**

12. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-019 in the Environmental Services Grant Fund to appropriate funding in the amount of \$1,500,000 for the Florida Department of Environmental Protection to appropriate the Little Wekiva River Sedimentation Basin grant; and to authorize the County Manager to execute the grant agreement and related grant modification documents specific to this grant award. District3 - Constantine **(Kim Ornberg, Environmental Services Director)** [2026-0164](#)
13. Approve and authorize the Chairman to execute a Letter of Authorization by Seminole County to Clarke Environmental Mosquito Management, Inc. for as-needed aerial spraying within Seminole County. Countywide **(Kim Ornberg, PE, Environmental Services Director)** [2026-0170](#)

**Fleet and Facilities**

14. Approve the Guaranteed Maximum Price (GMP) of \$12,215,498.56 for the construction of Seminole County Fire Station 25, in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute Work Order No. 4 to Wharton-Smith of Sanford, FL for Construction Services and to execute and incorporate Appendix I into PS-6030-24/MAG - Construction Manager at Risk (CMAR) Agreement for the construction of the new SCFD Fire Station 25 at 105 Wilshire Boulevard in Casselberry. District4 - Lockhart **(Chad Wilsky, Fleet and Facilities Director)** [2026-0178](#)

**Management and Budget**

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-020 in the amount of \$485,175 to establish funds for existing funding agreements for Job Growth Incentives (JGI's) and Qualified Target Industries (QTI's). Countywide (**Timothy Jecks, Management & Budget Director**) - Requesting Department - Economic Development and Tourism [2026-0180](#)
16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-021 in the Fire Protection Fund to transfer \$525,000 from reserves for the replacement of the apparatus bay ceiling at Fire Station 11. District4 - Lockhart (**Timothy Jecks, Management & Budget Director**) Requesting Department - Fleet & Facilities [2026-0182](#)
17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-022 in the 2024 Infrastructure Sales Tax Fund to transfer \$25,000,000 to the Central Florida Expressway Authority from reserves for the SR 417 Sanford Airport Connector Project. District5 -Herr (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works [2026-0202](#)
18. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-023 in the 2024 Infrastructure Sales Tax Fund to transfer \$6,500,000 from reserves for FY26 design and other pre-construction services for the Five Points County Administration Building project. District4 Lockhart (**Timothy Jecks, Management & Budget Director**) Requesting Department - Fleet & Facilities [2026-0210](#)

#### Office of Economic Development and Tourism

19. Approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County and CareerSource Central Florida in the amount of \$150,000.00 for the purpose of providing three tailored workforce development programs targeting young adults and adults in Seminole County. Countywide (**Gui Cunha, Economic Development & Tourism Director**) [2026-0095](#)

**Public Works**

20. Approve and authorize the Chairman to execute a Resolution authorizing the Chairman to execute the Locally Funded Agreement (LFA) with the State of Florida Department of Transportation and Seminole County desire to paint twenty-three (23) pedestrian signal poles on FDOT's SR434/Rangeline Road to US17-92 project. Seminole County's lump sum contribution amount will be \$6,900.00 (six thousand nine hundred dollars and no/100 dollars). District4-Lockhart (**John Slot, Public Works Director**) [2026-0169](#)
21. Approve and authorize the Chairman to execute an Agreement for the Purchase of 0.14 Mitigation Credits for the Kentucky Street Improvements Part 1 project in the amount of \$16,800.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC. District2 - Zembower (**John Slot, Public Works Director**) [2026-0171](#)

**Utilities**

22. Approve and authorize the Chairman to execute the agreement with Duke Energy Florida, LLC, acknowledging it has permitted and allowed the existing Seminole County utility encroachments to remain and operate, allow additional meter assembly and other associated encroachments to be constructed within Duke's Easement area; and provide for an effective date. District4 - Lockhart (**Johnny Edwards, Utilities Director**) [2026-0175](#)

**V. REGULAR AGENDA**

23. Midway Update (**John Slot, Public Works Director**) [2026-0195](#)

**VI. COUNTY ATTORNEY'S REPORT****VII. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS**

**IIX. BOARD APPOINTMENTS**

- 24. Approval of the at-large Board Appointment [2026-0209](#)
- 25. Approval of the District 5 Board Appointments [2026-0197](#)

**IX. DISTRICT COMMISSIONER REPORTS**

- District 1 - Commissioner Dallari
- District 2 - Commissioner Zembower
- District 3 - Commissioner Constantine
- District 4 - Commissioner Lockhart
- District 5 - Chairman Herr

**X. CHAIRMAN'S REPORT**

**XI. PUBLIC COMMENT (Items not Related to the Agenda)**

**Recess BCC Meeting for a closed session**

**Convene Closed Session**

Seminole County, Florida v. Middleburg Communities, LLC Et Al.  
Case No. 2025-CA-001870  
County Services Building Room 1028

**Close Closed Session**

**Reconvene Meeting**

**XII. ADJOURN BCC MEETING**

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7940.

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.



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0190**

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**Title:**

Resolution Honoring the Retirement of Roads and Stormwater Division Manager Owen Reagan

**RESOLUTION  
OF THE  
SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS HONORING THE  
RETIREMENT OF  
ROADS AND STORMWATER DIVISION MANAGER  
OWEN REAGAN**

**WHEREAS**, on November 30, 1998, Owen Reagan brought to Seminole County not only a wealth of professional experience, but also a steadfast commitment to public service that would define a remarkable career spanning more than two decades; and

**WHEREAS**, prior to joining the County, Owen distinguished himself in both the private and public sectors, serving ten years as a Survey Party Chief for a civil engineering consulting firm in Melbourne, Florida; earning both his Bachelor's and Master's Degrees in Civil Engineering from the University of Florida; achieving licensure as a Professional Engineer; and dedicating four years to St. Lucie County as a Special Projects and Drainage Operations Engineer; and

**WHEREAS**, upon his arrival in Seminole County's Stormwater Division, Owen quickly established himself as a capable and trusted leader, overseeing field operations and managing projects with diligence, precision, and integrity; and

**WHEREAS**, following the consolidation of the Roads and Stormwater Divisions in the early 2000s, Owen embraced expanded responsibilities with characteristic professionalism, designing hundreds of in-house infrastructure projects constructed by County crews, developing and administering multiple maintenance contracts, founding the County's Mosquito Control Program, and serving honorably as Acting Division Manager from 2006 through 2007; and

**WHEREAS**, throughout his tenure, Owen continued to broaden his impact by guiding major capital initiatives, including the sidewalk replacement and pipelining programs, while also providing steady leadership over the County's Survey Section; and

**WHEREAS**, in July 2023, Owen once again answered the call to leadership by stepping into the role of Acting Division Manager, formally accepting the position in February 2024, and faithfully performing the demanding responsibilities of both Engineer and Manager for two and one-half years with dedication, competence, and grace; and

**WHEREAS**, Owen's depth of institutional knowledge, collaborative spirit, and thoughtful counsel have been invaluable assets to Engineering and to departments throughout the organization, and his unwavering willingness to mentor, assist, and share his expertise has left a lasting imprint on colleagues and the community alike; and

**WHEREAS**, beyond his professional accomplishments, Owen has devoted twenty years of volunteer service to the Florida Engineering Society, inspiring the next generation through STEM outreach and nurturing young minds with the same care and commitment that have marked his career.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Board of County Commissioners of Seminole County, Florida, do hereby honor and commend Owen for his exemplary service, his enduring contributions to the infrastructure and well-being of Seminole County, and his steadfast dedication to public service.

**BE IT FURTHER RESOLVED** that the Board extends its deepest gratitude and heartfelt best wishes to Owen for a retirement filled with health, happiness, and new adventures worthy of a career so well served.

ADOPTED this 24th day of February 2026

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**ANDRIA HERR, CHAIRMAN  
SEMINOLE COUNTY, BOARD OF COUNTY COMMISSIONERS**



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0194**

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**Title:**

Resolution Honoring the Contributions of League of Women Voters Member Marilyn Crotty

**RESOLUTION  
OF THE  
SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS HONORING  
MARILYN CROTTY**

**WHEREAS**, Marilyn Crotty has demonstrated deep civic engagement and an unwavering commitment to good governance throughout her distinguished career in public service and education; and

**WHEREAS**, Marilyn Crotty made significant and lasting contributions to civic education through her work at Valencia Community College and the University of Central Florida, including teaching newly elected officials and government employees through Valencia’s Center for Community Leadership; and

**WHEREAS**, Marilyn Crotty was recruited by the University of Central Florida to serve as Director of its Institute of Government, a position she held with distinction until her retirement in 2018; and

**WHEREAS**, over a remarkable 36-year tenure at Valencia Community College and the University of Central Florida, Marilyn Crotty assisted local governments throughout the State of Florida with strategic planning, charter reviews, and organizational development; and

**WHEREAS**, Marilyn Crotty is widely recognized as an expert in charter government and played a pivotal role in the development of the original Seminole County Home Rule Charter, which was adopted in 1988, serving as Chair of the Charter Review Commission and being instrumental in its creation; and

**WHEREAS**, Marilyn Crotty continued her service to Seminole County by serving as a member of the Charter Review Commission during the 2023–2024 review period; and

**WHEREAS**, Marilyn Crotty has further served her community and state through membership on numerous local and state boards and commissions, including 13 years representing Seminole County on the East Central Florida Regional Planning Council, service on the Florida Commission on the Status of Women, and participation in the founding of the Central Florida Commission on the Status of Women; and

**WHEREAS**, Marilyn Crotty has been a dedicated member of the League of Women Voters since 1968 and has consistently exemplified the highest values of the League through her integrity, leadership, and commitment to civic responsibility.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Seminole County Board of County Commissioners, hereby recognize and honor Marilyn Crotty for her extraordinary service, leadership, and lifelong dedication to civic engagement, education, and good governance, and express deep appreciation for her lasting impact on Seminole County, the State of Florida, and the public good.

**ADOPTED** this 24th day of February 2026

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**ANDRIA HERR, CHAIRMAN  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771 □ 468

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**File Number: 2026-0192**

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**Title:**

County Investment Advisor Report (**Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management**)



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0166**

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**Title:**

Expenditure Approval Lists dated January 21, 28, and February 4, 2026; Payroll Approval List dated January 29, 2026; 2026 BCC Records Destruction; and BCC Official Minutes dated January 13 and 27, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

**Division:**

Clerk of Court

**Authorized By:**

Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office

**Contact/Phone Number:**

Chariti Guevara (407) 665-7662

**Background:**

Detailed reports are attached. Listing of "Received and Filed" documents is for information only.

**Requested Action:**

Approve Expenditure Approval Lists dated January 21, 28, and February 4, 2026; Payroll Approval List dated January 29, 2026; 2026 BCC Records Destruction; and BCC Official Minutes dated January 13 and 27, 2026.

**CLERK AND COMPTROLLER'S  
REPORT and BRIEFING  
FEBRUARY 24, 2026**

**I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE**

**A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS**

Approve Expenditure Approval Lists dated January 21, 28, and February 4, 2026; and Payroll Approval List dated January 29, 2026.

**II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS**

**A. BCC RECORDS FOR DESTRUCTION**

Authorize destruction of the 2026 BCC Records identified on the Destruction List.

**B. BCC OFFICIAL MINUTES**

Approve BCC Official Minutes dated January 13 and 27, 2026.

**C. RECEIVED AND FILED LISTING (For Information Only)**

- 1 ADDENDUM #8 TO DCA #25-20500003/SABAL POINT PD FINAL DEVELOPMENT PLAN/ETCL LONGWOOD, LLC
- 2 AMDMT #2 TO W.O. #15 TO PS-3078-20/SCS ENGINEER
- 3 AMDMT #4 TO W.O. #100 TO PS-1822-18/AECOM TECHNICAL SERVICES
- 4 AMDMT #5 TO W.O. #14 TO PS-9742-14/JACOBS ENGINEERING GROUP
- 5 AMDMT #8 TO W.O. #1 TO PS-3679-21/DLR GROUP
- 6 AMDMT #8 TO W.O. #29 TO PS-1822-18/CAROLLO ENGINEERS
- 7 ASSISTANT TENNIS PRO AGRMT/JACKSON PERALTA
- 8 BOND RELEASE/MAINTENANCE BOND #3865720/\$4,149.45/DAVITA DIALYSIS APOPKA (UPDATED ADDRESS)
- 9 BOND RELEASE/MAINTENANCE BOND #54-249547/\$15,563/1500 DOLGNER PLACE
- 10 BOND RELEASE/MAINTENANCE BOND #SUR0077042/\$146,214.26/FRANCISCO PARK FKA BEASLEY RESERVE
- 11 BOND RELEASE/PERFORMANCE BOND #CIC1904858/\$520,254.79/MYRTLE ESTATES
- 12 BOND RELEASE/PERFORMANCE BOND #SBP151056\_001/\$2,072,385.90/EDEN PRESERVE
- 13 CERTIFICATE OF NO RECALL/R.B. JAI ALAI
- 14 CLOSEOUT TO W.O. #6 TO RFP-4208-22/M&J ENTERPRISES INTERNATIONAL
- 15 CLOSEOUT TO W.O. #7 TO RFP-4208-22/M&J ENTERPRISES INTERNATIONAL
- 16 CONDITIONAL UTILITY AGRMT/LIGONIER MINISTRIES
- 17 CORRECTED W.O. #58 TO CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL CORP
- 18 FIRST AMDMT TO IFB-604859-24/BOREM FIRE PROTECTION
- 19 FPSC ORDER #PSC-2026-0022-S-EI ISSUED 1/22/26
- 20 FY2025 CDBG, HOME, AND ESG GRANT AGRMTS/HUD (FULLY EXECUTED)
- 21 IFB-5137-25 TERM CONTRACT FOR WATER SOFTENER GRADE SOLAR SALT/ODYSSEY MANUFACTURING CO

**CLERK AND COMPTROLLER'S  
REPORT and BRIEFING  
FEBRUARY 24, 2026**

- 22 MAINTENANCE BOND #108147426/\$128,000/ALRO METALS (CHAPMAN RD. IMPROVEMENTS)
- 23 MAINTENANCE BOND #PB02497501663/\$145,814.67/KENTUCKY SQUARE (ROW)
- 24 OWNER AGRMT FOR HOUSING RECONSTRUCTION FUNDING BY SHIP/DIETRA FREDERICK (ICW AGENDA ITEM #12 FROM 06-27-23 BCC)
- 25 PARKS AND RECREATION DEPT SPONSORSHIP AGRMT/QUICK DEVELOPMENT BASEBALL PLAYERS, INC.
- 26 PARKS CONTRACT FOR SERVICES/ALIYAH GARCIA
- 27 PARKS CONTRACT FOR SERVICES/ALLI MOYER
- 28 PARKS CONTRACT FOR SERVICES/BRETT BEVIS
- 29 PARKS CONTRACT FOR SERVICES/DANIEL ZIEGLER
- 30 PARKS CONTRACT FOR SERVICES/JASON HERNANDEZ
- 31 PARKS CONTRACT FOR SERVICES/JOHN MARZULLO
- 32 PARKS CONTRACT FOR SERVICES/JOHN THAENS
- 33 PARKS CONTRACT FOR SERVICES/JOSEPH SANTORA
- 34 PARKS CONTRACT FOR SERVICES/LOUIS WARREN
- 35 PARKS CONTRACT FOR SERVICES/LYNFORD FERGUSON
- 36 PARKS CONTRACT FOR SERVICES/MICHAEL VERSES
- 37 PARKS CONTRACT FOR SERVICES/ROBERT SMITH
- 38 PARKS CONTRACT FOR SERVICES/RONALD MOYER JR.
- 39 PARKS CONTRACT FOR SERVICES/SARAH MITZEL
- 40 PARKS CONTRACT FOR SERVICES/STEVEN DAVIS
- 41 PARKS CONTRACT FOR SERVICES/SUSAN DODD
- 42 PARKS CONTRACT FOR SERVICES/VIRGINIA ALSTON
- 43 RENEWAL #1 TO IFB-604483-22/FIVE12 PAINTING & REMODELING
- 44 RENEWAL #1 TO IFB-604483-22/GENERAL CAULKING & COATINGS COMPANY
- 45 RENEWAL #1 TO IFB-604483-22/RAZORBACK
- 46 RENEWAL #1 TO IFB-604500-23/BOUND TREE MEDICAL
- 47 TOURIST TAX FUNDING AGRMT/SUNSHINE STATE DIAMOND SPORTS/MARUCCI RCKLESS #1
- 48 TOURIST TAX FUNDING AGRMT/3STEP SPORTS/MLS NEXT REGIONAL SHOWCASE
- 49 TOURIST TAX FUNDING AGRMT/FLORIDA HALF CENTURY AMATEUR SOFTBALL ASSOCIATION/FEBRUARY 60'S
- 50 TOURIST TAX FUNDING AGRMT/FLORIDA PGF/SUPER SATURDAY (DATED JANUARY 22, 2026)
- 51 TOURIST TAX FUNDING AGRMT/FLORIDA PGF/SUPER SATURDAY (DATED JANUARY 29, 2026 - DUPLICATE)

**CLERK AND COMPTROLLER'S  
REPORT and BRIEFING  
FEBRUARY 24, 2026**

- 52 TOURIST TAX FUNDING AGRMT/SUNSHINE STATE DIAMOND SPORTS/WINTER NATIONALS ODD AGES
- 53 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF LOVE OF THE GAME
- 54 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF THE BIG CHILL
- 55 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/ICE ICE BABY
- 56 W.O. #18 TO PS-6032-24/SCORPIO
- 57 W.O. #2 TO PS-5972-24/AYRES ASSOCIATES
- 58 W.O. #35 TO RFP-3136-20/MILLER ELECTRIC
- 59 W.O. #36 TO PS-4968-23/CIVIL SITE ENGINEERING
- 60 W.O. #36 TO RFP-3136-20/MILLER ELECTRIC COMPANY
- 61 W.O. #59 TO CC-3563-21/SOUTHLAND CONSTRUCTION

**COUNTY COMMISSION - SEMINOLE**  
**BOCC Expenditure Approval List**  
For Checks Dated From 1/15/26 Through 1/21/26

<b>FUND</b>	<b>FUND TITLE</b>	<b>AMOUNT</b>
00100	GENERAL FUND	\$ 3,295,646.11
00103	NATURAL LAND ENDOWMENT FUND	235.00
00108	FACILITIES MAINTENANCE FUND	13,668.62
00111	TECHNOLOGY REPLACEMENT FUND	142,881.56
00112	MAJOR PROJECTS FUND	185,797.40
00113	COUNTYWIDE UTILITIES	136,960.91
10101	TRANSPORTATION TRUST FUND	1,491.97
10102	MASS TRANSIT FUND	1,374,041.00
10400	BUILDING PROGRAM	190.00
11000	TOURISM PARKS 1,2,3 CENT FUND	5,907.19
11001	TOURISM SPORTS 4 & 6 CENT FUND	17,385.35
11200	FIRE PROTECTION FUND	4,790.17
11400	COURT SUPP TECH FEE (ARTV)	31,269.07
11500	1991 INFRASTRUCTURE SALES TAX	9,313.87
11560	2014 INFRASTRUCTURE SALES TAX	151,146.89
11901	COMMUNITY DEVELOPMEN BLK GRANT	21,327.96
11902	HOME PROGRAM GRANT	666.67
11904	EMERGENCY SHELTER GRANTS	8,878.35
11905	COMMUNITY SVC BLOCK GRANT	8,197.75
11916	PUBLIC WORKS GRANTS	3,202,485.88
11919	COMMUNITY SVC GRANTS	70,040.86
11930	RESOURCE MANAGEMENT GRANTS	3,531.40
12023	SHIP AFFORDABLE HOUSING 22/23	15,980.00
12024	SHIP AFFORDABLE HOUSING 23/24	47,965.00
12026	SHIP AFFORDABLE HOUSING 25/26	1,750.00
12101	LAW ENFORCEMENT TST-LOCAL	110.00
12303	OPIOID SETTLEMENT	15,504.00
12500	EMERGENCY 911 FUND	18,113.00
13100	ECONOMIC DEVELOPMENT	11,306.40
15000	MSBU STREET LIGHTING	29,212.25
32300	FIVE POINTS DEVELOPMENT FUND	11,258.08
40100	WATER AND SEWER FUND	839,478.96
40103	CONNECTION FEES-SEWER	7,153.35
40108	WATER & SEWER CAPITAL IMPROVEM	1,136,649.60
40110	WATER AND SEWER - GRANTS	7,185.25
40201	SOLID WASTE FUND	636,365.78
40301	WEKIVA GOLF COURSE FUND	18,999.27
50100	PROPERTY LIABILITY FUND	3,230.00
50200	WORKERS COMPENSATION FUND	109,115.14
50300	HEALTH INSURANCE FUND	232,636.21
<b>TOTAL REPORT</b>		<b>\$ 11,827,866.27</b>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
JANUARY 21, 2026**

**CHECK SEQUENCE: CK # 987117-987422  
ACH SEQUENCE: ACH # 210-215**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 24 DAY  
OF FEBRUARY, 2026.**

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**Chairman**

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**COUNTY COMMISSION - SEMINOLE**  
**BOCC Expenditure Approval List**  
For Checks Dated From 1/22/26 Through 1/28/26

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 1,718,612.02
00103	NATURAL LAND ENDOWMENT FUND	888.12
00108	FACILITIES MAINTENANCE FUND	7,371.50
00109	FLEET REPLACEMENT FUND	19,956.40
00112	MAJOR PROJECTS FUND	47,362.06
00113	COUNTYWIDE UTILITIES	38,004.09
10101	TRANSPORTATION TRUST FUND	71,454.12
10102	MASS TRANSIT FUND	395,885.46
11001	TOURISM SPORTS 4 & 6 CENT FUND	3,075.00
11200	FIRE PROTECTION FUND	557,677.48
11400	COURT SUPP TECH FEE (ARTV)	21,434.05
11500	1991 INFRASTRUCTURE SALES TAX	2,985.23
11560	2014 INFRASTRUCTURE SALES TAX	463,589.64
11641	PUBLIC WORKS-INTERLOCAL AGREEM	16,458.96
11800	EMS TRUST FUND	61,392.83
11901	COMMUNITY DEVELOPMEN BLK GRANT	4,240.00
11902	HOME PROGRAM GRANT	9,656.61
11904	EMERGENCY SHELTER GRANTS	1,556.40
11905	COMMUNITY SVC BLOCK GRANT	18,589.02
11908	DISASTER PREPAREDNESS	30.66
11916	PUBLIC WORKS GRANTS	10,417.79
11919	COMMUNITY SVC GRANTS	13,453.65
12024	SHIP AFFORDABLE HOUSING 23/24	118,679.41
12025	SHIP AFFORDABLE HOUSING 24/25	3,836.06
12500	EMERGENCY 911 FUND	35,570.89
12606	MOBILITY FEE CORE DISTRICT	2,163.85
15000	MSBU STREET LIGHTING	111,449.85
16000	MSBU PROGRAM	400.00
16005	MSBU MILLS (LM/AWC)	340.00
16006	MSBU PICKETT AQUATIC (LM/AWC)	170.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	1,961.60
16020	MSBU HORSESHOE (LM/AWC)	275.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)	150.00
16024	MSBU LAKE OF THE WOODS(LM/AWC)	1,490.50
16026	MSBU SPRING (LM/AWC)	400.00
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	150.00
16036	MSBU HOWELL LAKE (LM/AWC)	1,400.00
16073	MSBU SYLVAN LAKE (AWC)	160.00
16080	MSBU E CRYSTAL CHAIN OF LAKES	150.00
40100	WATER AND SEWER FUND	484,697.99
40108	WATER & SEWER CAPITAL IMPROVEM	18,225.60
40201	SOLID WASTE FUND	39,160.73
50100	PROPERTY LIABILITY FUND	2,256,062.78
50200	WORKERS COMPENSATION FUND	349,695.39
50300	HEALTH INSURANCE FUND	9,327.60
<b>TOTAL REPORT</b>		<b>\$ 6,920,008.34</b>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
JANUARY 28, 2026**

**CHECK SEQUENCE: CK # 987423-987686  
ACH SEQUENCE: ACH # 216-223**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA  
THIS 24TH DAY OF FEBRUARY, 2026.**

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**Chairman**

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**COUNTY COMMISSION - SEMINOLE**  
**BOCC Expenditure Approval List**  
**For Checks Dated From 1/29/26 Through 2/4/26**

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 19,346,822.59
00103	NATURAL LAND ENDOWMENT FUND	1,165.00
00108	FACILITIES MAINTENANCE FUND	215,676.83
00111	TECHNOLOGY REPLACEMENT FUND	10,293.87
00112	MAJOR PROJECTS FUND	3,604.05
00113	COUNTYWIDE UTILITIES	122,091.52
00115	COURT PROGRAM FUND	200.00
10101	TRANSPORTATION TRUST FUND	74,544.95
10400	BUILDING PROGRAM	296.18
11000	TOURISM PARKS 1,2,3 CENT FUND	159,864.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	41,571.24
11200	FIRE PROTECTION FUND	15,724.81
11400	COURT SUPP TECH FEE (ARTV)	2,455.78
11500	1991 INFRASTRUCTURE SALES TAX	108,183.50
11560	2014 INFRASTRUCTURE SALES TAX	576,625.93
11641	PUBLIC WORKS-INTERLOCAL AGREEM	61,231.84
11901	COMMUNITY DEVELOPMEN BLK GRANT	550.00
11908	DISASTER PREPAREDNESS	5,451.43
11916	PUBLIC WORKS GRANTS	55,597.35
11930	RESOURCE MANAGEMENT GRANTS	12,146.40
12024	SHIP AFFORDABLE HOUSING 23/24	28,191.25
12025	SHIP AFFORDABLE HOUSING 24/25	3,600.00
12500	EMERGENCY 911 FUND	88.20
15000	MSBU STREET LIGHTING	4,581.80
15100	MSBU RESIDENTIAL SOLID WASTE	1,405,205.22
16033	MSBU GRACE LAKE (LM/AWC)	1,149.60
16080	MSBU E CRYSTAL CHAIN OF LAKES	115.03
32300	FIVE POINTS DEVELOPMENT FUND	45,613.24
40100	WATER AND SEWER FUND	353,848.91
40108	WATER & SEWER CAPITAL IMPROVEM	235,766.51
40201	SOLID WASTE FUND	605,826.74
50100	PROPERTY LIABILITY FUND	205,123.66
50300	HEALTH INSURANCE FUND	247,984.70
60308	ADULT DRUG COURT	54.00
<b>TOTAL REPORT</b>		<b>\$ 23,951,246.13</b>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
FEBRUARY 4, 2026**

**CHECK SEQUENCE: CK # 987687-987916  
ACH SEQUENCE: ACH # 224-232**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS  
24TH DAY OF FEBRUARY, 2026.**

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**Chairman**

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***SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS***

**PAYROLL APPROVAL LIST**

**As of Pay Date: 01/29/2026**  
**Biweekly Payroll Ending: 01/24/2026**

Check Numbers: **163243-163261**  
Voided Check Number: N/A

Net Expenditure Total: **\$3,527,368.77**

This payroll is approved by the Board of County Commissioners of Seminole County Florida,  
this 24 day of February, 2026.

\_\_\_\_\_  
Chairman

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## 2026 BCC RECORDS DESTRUCTION

### SCANNED RECORDS

BOX DESCRIPTION	DATE/FY	# OF BOXES
BCC MINUTES/AGENDA BACKUPS	2022	2
BCC MEETING DOCUMENTARY	2022	10
BIDS (9/28/21-4/12/22)	2021-2022	1
CONSTRUCTION CONTRACTS	2009-2014	1
CC-9218-14		
CC-9226-14		
CC-9276-14		
CC-9317-14		
CC-9327-14		
CC-9328-14		
CC-9352-14		
CC-9575-14		
CC-9650-14		
CC-9660-14		
CC-9706-14		
CC-9753-14		
CC-4623-09 CLOSEOUT		
VALUE ADJUSTMENT BOARD (VAB) FILES	2016-2018	16
<b>MICROFILMED RECORDS</b>		
VAB FILES	1986-2011	1
<b>AUDIO/DIGITAL RECORDS</b>		
VAB CDS	2012-2016	1
<b>TOTAL BOXES</b>		<b>32</b>

## 2026 COUNTY FINANCE AND COMPTROLLER

### NON-SCANNED RECORDS

BOX DESCRIPTION	DATE/FY	# OF BOXES
A/R VOUCHERS	18/19	15
BUDGET TRANSFERS (MISC 21)	16/17, 17/18, 18/19	1
CAFRS (16-130)	2014	1
JOURNAL ENTRIES	17/18, 18/19	12
MISC-15 (see list below)		1
MISC-30 (see list below)		1
MISC-36 (see list below)		1
PAYROLL	2017	25
P-CARDS	18/19	5
SALES TAX REVENUE BONDS SERIES 2005A	2005	0.2
SOE PAYROLL	2017	1
VOUCHERS	18/19	112
WIRE TRANSFERS	13/14-18/19	4
<b>TOTAL BOXES</b>		<b>179.2</b>

#### BOX MISC-15

2010 REV BOND  
 BABS BOND INFO 2010-2019 (COPIES)  
 2005 A/B POS  
 2005 W&S BOND  
 2006 W&S BOND  
 LANDFILL S2Li STATEMENTS FY05-15  
 W&S/LANDFILL FIN AUDIT PRIOR TO FY15 (INDEPENDENT AUDIT)  
 FY 13&14 ACTUARIAL VALUATION OF RETIREE HEALTHCARE-GASB 43-GASB 45

#### BOX MISC-30

CAFR CROSS REFERENCE FY 2019  
 ADDITIONAL COURT COSTS (\$30 & \$65) FY 2019  
 BUDGET WORKSESSION FY 2019  
 BUDGET ADJUSTMENT REQUESTS (BARS) FY 2019  
 CITIZENS REPORT PREP (PAFR) FY 2019  
 BOND DISCLOSURE REPORT FY 2019  
 ARTICLE V FY 2019  
 WORKERS COMP REPORTS FY 2018 AND FY 2019  
 WORKERS COMP REPORTS CY 2018 AND CY 2019

DIRECTOR'S BOX – MISC 36

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YR 15-16 PORT AUTHORITY BUDGET

YR 2014-2015 5 YR CIP

YR 2015-2016 1ST HEARING BUDGET

2009-2015 JETTA POINT PARK (WORKING COPIES)

2014 PUBLIC RECORDS-ROBERT HITCHCOCK

WS REVENUE BONDS SERIES 2015A-2015B FINANCE REPORT

SOE AUDIT & MAJOR FUNDS GL DETAIL FOR 9-30-13

VOUCHER MATCH-WAREHOUSE INVENTORY-BOCC-CAM PROJECT

TD WEALTH 2011 BOND (SLUGS) STATEMENTS

YEAR 2010-ROLLUP GF BUSINESS UNITS

YR 2011-2012 TRANSPORTATION IMPACT FEE & INFRASTRUCTURE SURTAX FUNDS

YR 2010 SEA PERFORMANCE INFORMATION

YR 2010-2014 INVESTMENT REPORTS



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

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**File Number: 2026-0193**

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**Title:**

Approve and authorize the Chairman to execute a Proclamation proclaiming February 16 - 20, 2026 as "Food Check Out Week" in Seminole County, FL

**PROCLAMATION  
OF THE  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCLAIMING THE WEEK OF FEBRUARY 16 - FEBRUARY 20, 2026  
AS  
FOOD CHECK-OUT WEEK  
IN SEMINOLE COUNTY, FLORIDA**

**WHEREAS**, it is important that Americans have access to healthful foods containing adequate vitamins, minerals, fiber, and other nutrients; and

**WHEREAS**, achieving better nutrition with fewer resources remains a shared concern of our citizens and;

**WHEREAS**, this concern can be addressed through consumer education about wise shopping strategies; and

**WHEREAS**, Florida farmers and ranchers are unmatched in their ability to consistently produce an abundance of safe, nutritious, and affordable food; and

**WHEREAS**, Florida farmers face significant uncertainties including inclement weather, damaging insects and other challenges, on a daily basis; and

**WHEREAS**, Seminole County farmers, ranchers, and others in the agriculture industry, work together in an environmentally sustainable way, to help feed people here in Seminole County, our state, our nation and other countries around the world.

**NOW THEREFORE, BE IT PROCLAIMED** that the Seminole County Board of County Commissioners hereby proclaims the week of February 16 – February 20, 2026 as **Food Check-Out Week** in Seminole County, Florida.

ADOPTED this 24th day of February 2026

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Andria Herr, Chairman  
Seminole County Board of County Commissioners



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0196**

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**Title:**

Approve and authorize the Chairman to execute a Resolution Honoring the 60<sup>th</sup> Anniversary of Community Legal Services in Seminole County, Florida

**RESOLUTION  
OF THE  
SEMINOLE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
HONORING THE 60TH ANNIVERSARY OF  
COMMUNITY LEGAL SERVICES**

**WHEREAS**, many Americans are one civil legal problem away from falling into poverty or further into poverty; and

**WHEREAS**, annually, 3 out of 4 low-income American households experience at least one civil legal problem, and yet 92% of these households do not get any or enough legal help for their civil legal problems; and

**WHEREAS**, Community Legal Services has served the residents of Brevard, Citrus, Flagler, Hernando, Lake, Marion, Osceola, Orange, Putnam, Seminole, Sumter, and Volusia counties for six decades since its founding in 1966 through the provision of no-cost legal services for those who could not otherwise gain access to counsel; and

**WHEREAS**, the communities served by Community Legal Services include low-income Floridians and their families, seniors, veterans, survivors of domestic violence, children with disabilities, disaster survivors, and other at-risk individuals facing critical hardships, such as the potential loss of a home, fraudulent contracts, financial instability, denial of benefits, barriers to securing housing, challenges in disaster recovery, and the need to obtain legal protections; and

**WHEREAS**, through its dedicated staff and the hundreds of pro bono attorneys who have volunteered their time over the decades, Community Legal Services has served our clients with more than 300,000 civil legal cases and committed more than one million hours of direct legal assistance for Floridians over the past six decades, embodying its commitment to Legal Access for All, thus strengthening communities and economic stability across its service area.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Seminole County Board of County Commissioners, do hereby recognize and commend Community Legal Services for its 60 years of service and dedication to its mission: to provide no-cost legal services to the most vulnerable in Central Florida and help them protect their families, health, and livelihoods.

**ADOPTED** this 24th day of February 2026

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**ANDRIA HERR, CHAIRMAN  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0148**

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**Title:**

Award RFP-5099-25/LTT for Laboratory Analysis Services to Advanced Environmental Laboratories, Inc. and Pace Analytical Services, LLC at an estimated annual amount of \$600,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department - Environmental Services

**Division:**

Administrative Services - Purchasing and Contracts

**Authorized By:**

Robert Bradley, Purchasing Manager

**Contact/Phone Number:**

Liduvina Torres/407-665-7117

**Background:**

RFP-5099-25/LTT will provide laboratory analysis and field sampling services for the Solid Waste, Wastewater, Water and Watershed Management programs.

The project was publicly advertised, and the County received three (3) responses listed alphabetically below, one of which was determined to be non-responsive.

- Advanced Environmental Laboratories, Inc.
- Eurofins Environment Testing Southeast, LLC
- Pace Analytical Services, LLC

The Evaluation Committee consisting of Michelle Shelton, Senior Environmental Scientist; Nikia Stewart, Project Manager I; Steven Sullivan, Wastewater Operations Manager; and Greg Walton, Chief Water TPO evaluated the responses considering ability and capacity to perform work, qualifications, lab protocols, logistics, references and, location.

The Evaluation Committee recommends award for this project to Advanced

Environmental Laboratories, Inc., and Pace Analytical Services LLC, the top-ranked firms.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued by the County. The Agreement will take effect on the date of its execution and remain in effect for three (3) years. At the sole option of the County, the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated usage amount for five years of service is \$3,000,000.00. The budget for this item is located under account business units #077435, 087806, 087810 and 087907.

The attached backup documentation includes the Tabulation Sheet, Evaluation Ranking and Scoring Summary, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

**Requested Action:**

Staff requests that the Board award RFP-5099-25/LTT for Laboratory Analysis Services to Advanced Environmental Laboratories, Inc. and Pace Analytical Services, LLC at an estimated annual amount of \$600,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement.



Administrative Services - Purchasing & Contracts  
Robert Bradley, Purchasing & Contracts Manager

**TABULATION OF PROPOSALS RECEIVED**  
**RFP-5099-25/LTT Laboratory Analysis Services**  
Response Deadline: December 3, 2025 at 2:00 pm

SUBMITTED PROPOSALS		
Proposer	Location	Total Bid Price
Advanced Environmental Laboratories, Inc.	Altamonte Springs, FL	\$411,787.00
Pace Analytical Services, LLC	Ormond Beach, FL	\$389,904.50

<sup>1</sup> Nonresponsive - Submitted the incorrect pricing proposal instead of the Revised Pricing Proposal issued via Addendum #5, resulting in the omission of mandatory prices for required line items.

**Evaluation Meeting:** January 30, 2026 at 10:30 AM in the PW Administration Conf. Room at 200 W County Home Rd, Sanford FL 32773. (This meeting is open to the public for **observation only**.)

**Recommendation and Notice of Intent to Award to:** Advanced Environmental Laboratories, Inc. and Pace Analytical Services, LLC

**BOCC Meeting Date:** February 24, 2026 - Request to approve ranking and award Agreements to the top-ranked firms.

Updated By: Liduvina Torres, Sr. Procurement Analyst.



Administrative Services - Purchasing & Contracts  
Robert Bradley, Purchasing & Contracts Manager

**EVALUATION FINAL RANKING**

**RFP-5099-25/LTT for Laboratory Analysis Services**

Response Deadline: December 3, 2025 at 2:00 pm

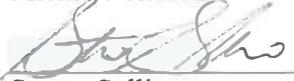
**AGGREGATE SCORES SUMMARY**

Vendor	Michelle Shelton	Nikia Stewart	Steven Sullivan	Greg Walton	Total Score (Max Score 100)	Total Average Rank
Advanced Environmental Laboratories, Inc.	93	96	91	94	93.5	1.25
Pace Analytical Services, LLC	75	91	95	88	87.25	1.75

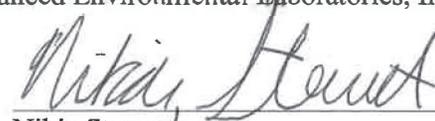
We approve the above stated ranking for award to the top two ranked firms Advanced Environmental Laboratories, Inc. and Pace Analytical Services, LLC.

  
\_\_\_\_\_

Michelle Shelton

  
\_\_\_\_\_

Steven Sullivan

  
\_\_\_\_\_

Nikia Stewart

  
\_\_\_\_\_

Greg Walton



## EVALUATION FINAL RANKING

RFP No. RFP-5099-25/LTT

Laboratory Analysis Services

RESPONSE DEADLINE: December 3, 2025 at 2:00 pm

Report Generated: Monday, February 2, 2026

### EVALUATORS

Name	Title
Michelle Shelton	Senior Environmental Scientist
Nikia Stewart	Project Manager
Steven Sullivan	Chief Wastewater Operator
Greg Walton	compliance chief

### EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Ability and Capacity to Perform Work	Points Based	30 (30% of Total)
Criteria	Scoring Method	Weight (Points)
Qualifications, Lab Protocols, Logistics	Points Based	30 (30% of Total)
Criteria	Scoring Method	Weight (Points)
References, Location	Points Based	10 (10% of Total)
Criteria	Scoring Method	Weight (Points)
Cost	Points Based	30 (30% of Total)

### AGGREGATE SCORES SUMMARY

Vendor	Michelle Shelton	Nikia Stewart	Steven Sullivan	Greg Walton	Total Score (Max Score 100)	Total Average Rank
Advanced Environmental Laboratories, Inc.	93 (1)	96 (1)	91 (2)	94 (1)	93.5	1.25
Pace Analytical Services, LLC	75 (2)	91 (2)	95 (1)	88 (2)	87.25	1.75

### VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Ability and Capacity to Perform Work Points Based 30 Points (30%)	Qualifications, Lab Protocols, Logistics Points Based 30 Points (30%)	References, Location Points Based 10 Points (10%)	Cost Points Based 30 Points (30%)	Total Score (Max Score 100)
Advanced Environmental Laboratories, Inc.	29.5	27.3	8.8	28	93.5
Pace Analytical Services, LLC	26	26.8	4.5	30	87.25

### INDIVIDUAL PROPOSAL SCORES

#### Advanced Environmental Laboratories, Inc.

#### Ability and Capacity to Perform Work | Points Based | 30 Points (30%)

Michelle Shelton: 30

Multiple years of experience with AEL. They have proved that they are more than capable of handling our workload and providing results in a timely manner.

Nikia Stewart: 30

All testing required by Solid waste is available

Steven Sullivan: 30

Have worked with them for years, and they have shown they are capable of doing the job.

Greg Walton: 28

Does require multiple labs to complete all sample analysis.

### Qualifications, Lab Protocols, Logistics | Points Based | 30 Points (30%)

Michelle Shelton: 25

Nelac certified and meet most of DEP's target MDL's for surface water. Some concern that multiple labs have different MDL's, as we always want the lowest. Good experience with coordination and communication from the lab/project manager.

Nikia Stewart: 30

Company is qualified to process sampling requirements for Solid waste

Steven Sullivan: 25

Good Qualifications, have had issues in the past with quality control. They work well for what we need.

Greg Walton: 29

certifications and MDL's provided

### References, Location | Points Based | 10 Points (10%)

Michelle Shelton: 10

Good references and positive past experience. Locality and ease of drop-off is great, with limited time restrictions.

Nikia Stewart: 8

Altamonte location to process Solid waste samples is 45 minutes away from the Seminole County Landfill

Steven Sullivan: 8

Have heard similar stories of them messing up sampling but they fix issues that arise and are close for manual drop off if necessary.

Greg Walton: 9

location is key

**Cost | Points Based | 30 Points (30%)**

Michelle Shelton: 28

Based on Cost Evaluation Calculation

Nikia Stewart: 28

Based on Cost Evaluation Calculation

Steven Sullivan: 28

Based on Cost Evaluation Calculation

Greg Walton: 28

Based on Cost Evaluation Calculation

**Pace Analytical Services, LLC**

**Ability and Capacity to Perform Work | Points Based | 30 Points (30%)**

Michelle Shelton: 20

Positive that most work is performed in one central lab. No question as to the ability to handle our workload. Concern over pick-up logistics, ease of getting bottles and coolers, and coordinating unscheduled pickups.

Nikia Stewart: 30

Pace seems to be qualified and well informed to process solid waste sampling requirements

Steven Sullivan: 27

I believe they will have the capacity to perform the tests needed.

Greg Walton: 27

limited local labs. Subcontractors?

**Qualifications, Lab Protocols, Logistics | Points Based | 30 Points (30%)**

Michelle Shelton: 20

Nelac certified and meet most of DEP's target MDL's for surface water. Reservations because of past experience with lab issues in regards to lost data and money spent.

Nikia Stewart: 30

Pace is a qualified facility and seems to follow all required laboratory procedures.

Steven Sullivan: 30

They are qualified to perform the tests we would need.

Greg Walton: 27

certifications provided. MDL's not provided

#### References, Location | Points Based | 10 Points (10%)

Michelle Shelton: 5

Good references with similar agencies. Concern with location to abide by hold times, as well as possibly shortening runs to meet the courier. Past negative experience with communication and data.

Nikia Stewart: 1

In the Proposal Content Letter - Section 8, Pace states that the Laboratory is located at 8 East Tower Circle, Ormond Beach, FL 32174. This is over an hour away from the Seminole County Landfill where sampling is collected for Solid Waste management. Upon reviewing Pace's website, they have a Service center in Orlando. If this service center could receive and process samples, this would be a more acceptable distance and location.

Steven Sullivan: 8

They have a lab that is local.

Greg Walton: 4

location is not ideal

#### Cost | Points Based | 30 Points (30%)

Michelle Shelton: 30

Based on Cost Evaluation Calculation

Nikia Stewart: 30

Based on Cost Evaluation Calculation

Steven Sullivan: 30

Based on Cost Evaluation Calculation

Greg Walton: 30

Based on Cost Evaluation Calculation

**TERM CONTRACT FOR LABORATORY ANALYSIS SERVICES  
(RFP-5099-25/LTT)**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **ADVANCED ENVIRONMENTAL LABORATORIES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 380 Northlake Blvd, Suite 1048 Altamonte Springs, FL 32701 in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide laboratory analysis and field sampling 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 materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are 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 Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and 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 materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will 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 materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Environmental Services  
200 W County Home Rd  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

#### **Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and 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.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to

CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement 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.

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. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not 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 is and will 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 materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations

under this Agreement. 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 materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will 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 obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR 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.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) 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. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall 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. CONTRACTOR shall 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 includes, but is not 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 will 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 shall 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 violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(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%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must 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, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. 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 and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II 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. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**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 may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will 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) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement 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 of this Agreement may 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 in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may 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 and will 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 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 provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. 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 provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to 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 will 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:

**For COUNTY:**

Seminole County Environmental Services.  
200 W County Home Rd  
Sanford, FL 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Advanced Environmental Laboratories, Inc.  
380 Northlake Blvd, Suite 1048  
Altamonte Springs, FL 32701

**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.

**Section 31. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that

a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

**Section 34. Anti-Human Trafficking Affidavit.** In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

*The remainder of this page has been intentionally left blank.*

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ADVANCED ENVIRONMENTAL  
LABORATORIES, INC.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Gladys Marrozos, Procurement Administrator

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

05/16/2025

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**Attachments:**

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit
- Exhibit H- Americans with Disabilities Act Affidavit

## EXHIBIT A

### SCOPE OF SERVICES

#### 2.1 OVERVIEW

The contractor shall furnish all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. This contract may be awarded to multiple vendors, and no vendor is guaranteed a specific monetary allocation.

#### 2.2 SCOPE OF SERVICES

- A. Requested sample tests shall include but are not limited to; ground water, surface water, landfill leachate, industrial wastewater, industrial sludge, soils sediments, drinking water and domestic wastewater.
- B. All analyses must be conducted using EPA-approved methods. If the Contractor changes analytical methods or detection limits, they must notify the County before implementing any changes.
- C. The contractor must meet the Florida Department of Environmental Protection (FDEP), Method Detection Limit (MDL), and Practical Quantitation Limit (PQL) targets for all approved analytical methods as specified in Rule 62-4.246, F.A.C. If the contractor is unable to meet these targets, they must notify the County before running the samples and providing the results. The FDEP's target MDLs and PQLs are available at the following link: <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>.
- D. The contractor shall provide all necessary material for collection, storage, and shipping. All materials must be in accordance with the standard requirements for each sample, (i.e., proper bottle and proper preservative). All requested materials must be provided within five (5) business days.
- E. The contractor shall provide sampling kit bottles which shall be clearly labeled. Each kit should include any special packing material for proper storage and shipping. Any sample kits that require preservatives must be properly prepared and sealed to ensure that no leakage occurs prior to dropping off or pickup.
- F. The contractor shall report all sample results to the County contact within twenty-eight (28) days of receipt of the sample(s) or a ten (10) day notification of sample results that are out of the normal limits. {The time frames will vary depending on the program requirements). The contractor acknowledges that time is of the essence to complete the work as specified in the contract. The Contractor shall waive sampling fees for tests and test results that are not completed within the specified time frame or if re- sampling is required due to lab error.
- G. The Contractor shall not include any work on invoices in which the work is incomplete, and results have not yet been provided to the County.
- H. If samples are lost, spilled or not analyzed within proper holding times, the Contractor shall reanalyze the sample or analyze replacement samples at no cost to the County. Continued violations by a contractor could constitute cause for immediate termination of the contract.
- I. A written narrative will accompany any results (original or revised) for any of the following: 1) holding time violations, 2) analytical or sample receipt problems encountered, 3) reasons for QA/QC

## EXHIBIT A

sample result exceedances, or 4) observations regarding any occurrences which may adversely impact sample integrity or data quality.

- J. Should the awarded contract include courier services, the Contractor must establish and adhere to a schedule for the pickup and delivery of samples and/or containers. This schedule will cover transport from the laboratory to the County's designated locations and vice-versa. Any changes to the courier schedule must be approved in advance by the County's primary or secondary contact and must not violate the designated sample hold times for any parameters
- K. The Contractor shall not bill the County an hourly rate for any travel time. Billing shall begin when the vendor arrives at a County site and shall end when a vendor leaves a County site.
- L. The sample quantities mentioned in this Invitation for Bid (IFB) are estimates only. They do not guarantee any future expenditures by Seminole County Government.
- M. The Contractor shall have the capability to provide sample collection and limited analysis seven (7) days a week on an emergency basis (to be defined by each program, respectively).
- N. All subcontractors intended for use under this contract must satisfy the requirements outlined in the Invitation for Bid (IFB). You are required to obtain pre-approval from the County Project Manager for all subcontractors at least 30 days before their scheduled service.

### **2.3 CONTRACTOR RESPONSIBILITIES**

- A. The awarded contractor(s) must provide all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. All services shall be provided at the fixed pricing submitted in the bid.

### **2.4 CONTRACTOR QUALIFICATIONS**

- A. The Contractor shall be certified by the State of Florida's Department of Health to perform all certification-required laboratory tests to include but not limited to metals, nutrients demand, organic extractables, general parameters I & II, microbiology, pesticides/herbicides/PCBs, purgeable organics, and EPA40 CFR Part 258 Appendix I & 11. The Contractor must be able to perform 50% of the chemical analysis and 100% of the bacteriological analysis on site. No subcontracting of any short holding time analysis (all samples with 48 hour hold times), excluding asbestos, will be permitted under this contract. The County Project Manager(s) may allow for some special circumstances with prior approval.
- B. The Contractor shall be certified, licensed, and meet all state and local government requirements to provide all the requested services and tests specified within the context of the scope of services. The Contractor shall have current National Environmental Laboratory Accreditation Program (NELAP) certification and maintain NELAP certification throughout the length of this contract.
- C. The Contractor shall possess the capacity and capability to accept emergency samples and perform analysis within adequate hold times upon sample drop-off, that may be outside of normal business hours.
- D. The Contractor must have achieved a "satisfactory" rating for FDEP's Performance Audit Inspection In accordance with F.A.C. Rule 62-160.650, Quality Assurance Chapter. Any successful participation

## EXHIBIT A

in official proficiency evaluation programs or inter-laboratory studies will also be considered (i.e., EPA-ICR, USGS, other State Certifications, DMR, etc.). Submittal of proficiency results shall be required.

- E. The Contractor shall be capable of performing bacteriological testing within sufficient time of sample pick-up/drop-off to ensure analysis are performed within specified sample hold times. The cost of re-sampling and re-testing for any missed holding times shall be at the Contractor's expense.
- F. The Contractor shall possess the technical expertise to conduct certified lab studies and support/represent the County in legal and/or regulatory proceedings regarding technical issues for landfills, surface water, water & wastewater treatment facilities, at the County's request at an hourly rate for legal proceedings (this is for vendor laboratory representation if it becomes a legal issue).
- G. The Contractor shall have a minimum of five years' experience performing sampling and testing services for landfills and for water and wastewater treatment facilities. The Contractor's Project Manager, assigned to this contract, shall have a minimum of two years' experience in laboratory project management and will be required to provide a resume.
- H. The Contractor must employ a full time Quality Control Officer to ensure all NELAP requirements are being met.
- I. The Contractor shall provide copies of the most recent NELAP and State inspections for any facility you plan to use for these services. We will review the inspection findings specifically the number, severity, and any repeat issues—as part of our selection process.
- J. Laboratories found to be non-compliant with Seminole County's agreements in the past five (5) years will not be considered.
- K. The Contractor shall have a web base data handling/reporting system which will allow the County to access analytical reports on an as- needed basis. Said web-based system shall be provided for multiple users.

### **2.5 SAMPLE COLLECTION AND ANALYSIS**

- A. The Contractor may be responsible for field collection of the samples and providing all necessary equipment including pumps, monitoring equipment, sample bottles/kits, and personal protective equipment. Said equipment shall be properly maintained, serviced, and calibrated, as required by governing authorities. When field sampling is done by County personnel, the Contractor shall be responsible for providing sample bottles/kits, including coolers, within five (5) business days of the request.
- B. The Contractor shall be capable of performing field testing, sampling collection and preservation in accordance with the following:
  - Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) for Field Activities 001/01 including labeling of sample containers and completing the COC, Field Sampling Logs, and Field calibration Logs.
  - Chapter 62-160 Florida Administrative Code (FAC).
  - Approved methods as published by FDEP or Standard Methods, ASTM, or EPA Methods.

## EXHIBIT A

- C. All reporting shall be completed within twenty-eight (28) days after collection event in accordance with all State deadlines. Reports should also include an Electronic Data Deliverable File (EDD) to be provided in a specified format needed to upload reports to regulatory agencies.
- D. The Contractor's personnel shall always work closely with County Project Managers and field staff during time of agreement.
- E. Other sampling and laboratory work shall be on an as needed basis to satisfy the National Pollutant Discharge Eliminations System (NPDES) Permit and other regulatory requirements.

### 2.6 PRICING

- A. **All-Inclusive Pricing:** Contractor prices should include all costs for field sampling, laboratory analysis, and courier services for every program listed in the pricing sheets.
- B. The contractor must submit the MDLs and PQLs for all requested parameters along with pricing.
- C. Any applicable courier service costs must be included in your pricing and remain unchanged throughout the duration of the contract.
- D. This contract may be awarded to multiple vendors. No vendor is guaranteed a specific amount of work or monetary allocation.
- E. Estimated sample quantities are for informational purposes only. Quantities do not guarantee future expenditures.

**EXHIBIT B**

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:  
 AP@seminoleclerk.org  
 Seminole Count Clerk & Comptroller  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772  
 Accts. Payable Inquiries - Phone (407) 665  
 7656**

**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**Terms and Conditions**

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

**CONTRACT PRICING**

**Advanced Environmental Laboratories, Inc.**

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
<b>SURFACE WATER</b>			
1	Nitrate	Annual	\$9.00
2	Nitrite	Annual	\$9.00
3	BOD	Annual	\$18.00
4	TSS	Annual	\$10.00
5	TDS	Annual	\$10.00
6	True Color	Annual	\$12.00
7	Alkalinity	Annual	\$18.00
8	Chlorophyll A	Annual	\$45.00
9	Orthophosphate	Annual	\$9.00
10	Total Kjeldahl Nitrogen	Annual	\$18.00
11	Ammonia	Annual	\$18.00
12	Total Phosphorus (Low Level)	Annual	\$22.00
13	Total Nitrogen	Annual	\$28.00
14	E.coli	As needed	\$20.00
15	Arsenic	As needed	\$10.00
16	Cadmium	As needed	\$10.00
17	Chromium	As needed	\$10.00
18	Cyanide	As needed	\$40.00
19	Lead	As needed	\$10.00
20	Mercury (Low level)	As needed	\$85.00
21	Nickel	As needed	\$10.00
22	Selenium	As needed	\$10.00
23	Copper	As needed	\$10.00
24	Manganese	As needed	\$10.00
25	Silver	As needed	\$10.00
26	Zinc	As needed	\$10.00
27	Calcium	As needed	\$10.00
28	Chloride	As needed	\$9.00
29	Molybdenum	As needed	\$10.00
30	DOC	As needed	\$25.00
31	TOC	As needed	\$25.00
<b>DRINKING WATER</b>			
32	Nitrate	Annual	\$9.00
33	Nitrite	Annual	\$9.00
34	Lead	Annual	\$10.00
35	Copper	Annual	\$10.00
36	Total coliform	Annual	\$14.00
37	Gross Alpha (including Uranium)	Annual	\$65.00
38	Radium 228	Annual	\$80.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
39	Radium 226	Annual	\$75.00
40	Chloride	Annual	\$9.00
41	Sulfate	Annual	\$9.00
42	pH	Annual	\$6.00
43	UV254	Annual	\$25.00
44	TDS	Annual	\$10.00
45	Chloride	Annual	\$9.00
46	Sodium	Annual	\$10.00
47	Bromide	Annual	\$15.00
48	Bromate	Annual	\$25.00
49	Color	Annual	\$12.00
50	Alkalinity, total	Annual	\$18.00
51	Total Hardness	Annual	\$10.00
52	Sulfide, total	Annual	\$22.00
53	Calcium	Annual	\$10.00
54	Magnesium	Annual	\$10.00
55	Potassium	Annual	\$10.00
56	Sodium	Annual	\$10.00
57	Total Iron	Annual	\$10.00
58	Fluoride	Annual	\$11.00
59	Lithium	Annual	\$15.00
60	TOC	Annual	\$25.00
61	Trihalomethane Analysis	Annual	\$40.00
62	Total Haloacetic Acids	Annual	\$65.00
63	Primary Drinking Water Standards	Annual	\$425.00
64	Secondary Water Standards	Annual	\$175.00
65	VOC's	Annual	\$85.00
66	SOC's	Annual	\$900.00
67	1,4 Dioxane 522	Annual	\$110.00
68	PFAS 533	Annual	\$200.00
69	PFAS 537.1	Annual	\$200.00
<b>SOLID WASTE IPP SAMPLING REQUIREMENTS</b>			
70	Arsenic	Annual	\$10.00
71	Cadmium	Annual	\$10.00
72	CBOD	Annual	\$18.00
73	Chlorides	Annual	\$9.00
74	Chromium	Annual	\$10.00
75	Copper	Annual	\$10.00
76	Cyanide	Annual	\$40.00
77	Lead	Annual	\$10.00
78	Manganese	Annual	\$10.00
79	Mercury	Annual	\$18.00
80	Molybdenum	Annual	\$10.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
81	Nickel	Annual	\$10.00
82	Selenium	Annual	\$10.00
83	Silver	Annual	\$10.00
84	Total Nitrogen	Monthly	\$28.00
85	Total Suspended Solids	Annual	\$10.00
86	Zinc	Annual	\$10.00
<b>SOLID WASTE MSGP SAMPLING REQUIREMENTS</b>			
87	Total Recoverable Iron	every two years	\$10.00
88	Total Suspended Solids	every two years	\$10.00
<b>GROUNDWATER MONITORING WELLS</b>			
89	Ammonia – N, Total	Semi-Annual	\$18.00
90	Chlorides	Semi-Annual	\$9.00
91	Iron	Semi-Annual	\$10.00
92	Mercury	Semi-Annual	\$18.00
93	Nitrate	Semi-Annual	\$9.00
94	Phenols, Total	Semi-Annual	\$45.00
95	Sodium	Semi-Annual	\$10.00
96	Total dissolved solids (TDS)	Semi-Annual	\$10.00
97	Those parameters listed in 40 CFR Part 238, Appendix 1	Semi-Annual	\$290.00
98	Field Collection Fees	Per Event	\$1,805.00
<b>WASTEWATER</b>			
99	CBOD	Annual	\$18.00
100	TSS	Annual	\$10.00
101	Fecal coliform	Annual	\$14.00
102	Total Nitrogen	Annual	\$28.00
103	TKN	Annual	\$18.00
104	Total Phosphorus	Annual	\$18.00
105	Nitrate	Annual	\$9.00
106	Chloride	Annual	\$9.00
107	Giardia	Annual	\$420.00
108	Cryptosporidium	Annual	\$420.00
<b>MONITORING WELLS</b>			
109	Water Level Relative To NGVD Total Nitrogen	Annual	\$10.00
110	Total Nitrogen	Annual	\$28.00
111	TDS	Annual	\$10.00
112	Chloride	Annual	\$9.00
113	Fecal coliform	Annual	\$14.00
114	pH	Annual	\$6.00
115	Turbidity	Annual	\$10.00
116	TTHM	Annual	\$40.00
117	Field Collection Fees	Hourly	\$95.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
<b>RECLAIM</b>			
118	Primary Drinking Water Standards	Annual	\$1,345.00
119	Secondary Drinking Water Standards	Annual	\$175.00
<b>INDUSTRIAL PRETREATMENT</b>			
120	Acrolein	Annual	\$85.00
121	Acrylonitrile	Annual	\$85.00
122	Benzene	Annual	\$85.00
123	Bromoform	Annual	\$85.00
124	Carbon tetrachloride	Annual	\$85.00
125	Chlorobenzene	Annual	\$85.00
126	Chlorodibromomethane	Annual	\$85.00
127	Chloroethane	Annual	\$85.00
128	2-chloroethylvinyl ether	Annual	\$85.00
129	Chloroform	Annual	\$85.00
130	Dichlorobromomethane	Annual	\$85.00
131	1,1-dichloroethane	Annual	\$85.00
132	1,2-dichloroethane	Annual	\$85.00
133	1,1-dichloroethylene	Annual	\$85.00
134	1,2-dichloropropane	Annual	\$85.00
135	1,3-dichloropropylene	Annual	\$85.00
136	Ethylbenzene	Annual	\$85.00
137	Methyl bromide	Annual	\$85.00
138	Methyl chloride	Annual	\$85.00
139	Methylene chloride	Annual	\$85.00
140	1,1,2,2-tetrachloroethane	Annual	\$85.00
141	Tetrachloroethylene	Annual	\$85.00
142	Toluene	Annual	\$85.00
143	1,2-trans-dichloroethylene	Annual	\$85.00
144	1,1,1-trichloroethane	Annual	\$85.00
145	1,1,2-trichloroethane	Annual	\$85.00
146	trichloroethylene	Annual	\$85.00
147	Vinyl chloride	Annual	\$85.00
148	2- chlorophenol	Annual	\$225.00
149	2,4-dichlorophenol	Annual	\$225.00
150	2,4-dimethylphenol	Annual	\$225.00
151	4,6-dinitro-o-cresol	Annual	\$225.00
152	2,4-dinitrophenol	Annual	\$225.00
153	2- nitrophenol	Annual	\$225.00
154	4- nitrophenol	Annual	\$225.00
155	P-chloro-m-cresol	Annual	\$225.00
156	Pentachlorophenol	Annual	\$225.00
157	Phenol	Annual	\$225.00
158	2,4,6-trichlorophenol	Annual	\$225.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
159	Acenaphthene	Annual	\$225.00
160	Acenaphthylene	Annual	\$225.00
161	Anthracene	Annual	\$225.00
162	Benzidine	Annual	\$225.00
163	Benzo(a)anthracene	Annual	\$225.00
164	Benzo(a)pyrene	Annual	\$225.00
165	3,4-benzofluoranthene	Annual	\$225.00
166	Benzo(ghi)perylene	Annual	\$225.00
167	Benzo(k)fluoranthene	Annual	\$225.00
168	Bis (2-chloroethoxy)methane	Annual	\$225.00
169	bis(2-chloroethyl)ether	Annual	\$225.00
170	Bis (2-chloroisopropyl)ether	Annual	\$225.00
171	Bis (2-ethylhexyl)phthalate	Annual	\$225.00
172	4- bromophenyl phenyl ether	Annual	\$225.00
173	Butylbenzyl phthalate	Annual	\$225.00
174	2- chloronaphthalene	Annual	\$225.00
175	4- chlorophenyl phenyl ether	Annual	\$225.00
176	Chrysene	Annual	\$225.00
177	Dibenzo(a,h)anthracene	Annual	\$225.00
178	1,2-dichlorobenzene	Annual	\$225.00
179	1,3-dichlorobenzene	Annual	\$225.00
180	1,4-dichlorobenzene	Annual	\$225.00
181	3,3'-dichlorobenzidine	Annual	\$225.00
182	Diethyl phthalate	Annual	\$225.00
183	Dimethyl phthalate	Annual	\$225.00
184	Di-n-butyl phthalate	Annual	\$225.00
185	2,4-dinitrotoluene	Annual	\$225.00
186	2,6-dinitrotoluene	Annual	\$225.00
187	Di-n-octyl Phthalate	Annual	\$225.00
188	1,2-diphenylhydrazine (as azobenzene)	Annual	\$225.00
189	Fluoranthene	Annual	\$225.00
190	Fluorene	Annual	\$225.00
191	Hexachlorobenzene	Annual	\$225.00
192	Hexachlorobutadiene	Annual	\$225.00
193	Hexachlorocyclopentadiene	Annual	\$225.00
194	Hexachloroethane	Annual	\$225.00
195	Indeno (L,2,3-Cd) Pyrene	Annual	\$225.00
196	Isophorone	Annual	\$225.00
197	Napthalene	Annual	\$225.00
198	Nitrobenzene	Annual	\$225.00
199	N-nitrosodimethylamine	Annual	\$225.00
200	N-nitrosodi-n-propylamine	Annual	\$225.00
201	N-nitrosodiphenylamine	Annual	\$225.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
202	Phenanthrene	Annual	\$225.00
203	Pyrene	Annual	\$225.00
204	1,2,4-trichlorobenzene	Annual	\$85.00
205	Aldrin	Annual	\$125.00
206	Alpha-BHC	Annual	\$125.00
207	Beta-BHC	Annual	\$125.00
208	Gamma-BHC	Annual	\$125.00
209	Delta-BHC	Annual	\$125.00
210	Chlordane	Annual	\$125.00
211	4,4'-DDT	Annual	\$125.00
212	4,4'-DDE	Annual	\$125.00
213	4,4'-DDD	Annual	\$125.00
214	Dieldrin	Annual	\$125.00
215	Alpha-Endosulfan	Annual	\$125.00
216	Beta-Endosulfan	Annual	\$125.00
217	Endosulfan sulfate	Annual	\$125.00
218	Endrin	Annual	\$125.00
219	Endrin aldehyde	Annual	\$125.00
220	Heptachlor	Annual	\$125.00
221	Heptachlor epoxide	Annual	\$125.00
222	PCB-1242	Annual	\$85.00
223	PCB-1254	Annual	\$85.00
224	PCB-1221	Annual	\$85.00
225	PCB-1232	Annual	\$85.00
226	PCB-1248	Annual	\$85.00
227	PCB-1260	Annual	\$85.00
228	PCB-1016	Annual	\$85.00
229	Toxaphene	Annual	\$125.00
230	Antimony, Total	Annual	\$10.00
231	Arsenic, Total	Annual	\$10.00
232	Beryllium, Total	Annual	\$10.00
233	Cadmium, Total	Annual	\$10.00
234	Chromium, Total	Annual	\$10.00
235	Copper, Total	Annual	\$10.00
236	Lead, Total	Annual	\$10.00
237	Mercury, Total	Annual	\$18.00
238	Nickel, Total	Annual	\$10.00
239	Selenium, Total	Annual	\$10.00
240	Silver, Total	Annual	\$10.00
241	Thallium, Total	Annual	\$10.00
242	Zinc, Total	Annual	\$10.00
243	Cyanide, Total	Annual	\$40.00
244	Phenols, Total	Annual	\$45.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
245	Bromide	Annual	\$15.00
246	Fluoride	Annual	\$11.00
247	Oil and Grease	Annual	\$55.00
248	Radioactivity	Annual	\$195.00
249	Sulfate	Annual	\$9.00
250	Sulfide	Annual	\$22.00
251	Sulfite	Annual	\$50.00
252	Surfactants	Annual	\$45.00
253	Aluminum, Total	Annual	\$10.00
254	Barium, Total	Annual	\$10.00
255	Boron, Total	Annual	\$10.00
256	Cobalt, Total	Annual	\$10.00
257	Iron, Total	Annual	\$10.00
258	Magnesium, Total	Annual	\$10.00
259	Molybdenum, Total	Annual	\$10.00
260	Manganese, Total	Annual	\$10.00
261	Tin, Total	Annual	\$10.00
262	Titanium, Total	Annual	\$10.00

**EXHIBIT D**

**MINIMUM INSURANCE REQUIREMENTS**

**IFB-5099-25/LTT LABORATORY ANALYSIS SERVICES**

The following insurance requirements and limits of liability are required:

- A. Workers' Compensation & Employers' Liability Insurance:
- |                        |              |                       |
|------------------------|--------------|-----------------------|
| Workers' Compensation: | Statutory    |                       |
| Employers' Liability:  | \$ 1,000,000 | Each Accident         |
|                        | \$ 1,000,000 | Disease Aggregate     |
|                        | \$ 1,000,000 | Disease Each Employee |
- B. Commercial General Liability Insurance:
- |  |              |                                   |
|--|--------------|-----------------------------------|
|  | \$ 1,000,000 | Each Occurrence                   |
|  | \$ 2,000,000 | General Aggregate                 |
|  | \$ 2,000,000 | Products and Completed Operations |
|  | \$ 1,000,000 | Personal and Advertising Injury   |
- C. Business Automobile Liability Insurance:
- |  |              |  |
|--|--------------|--|
|  | \$ 1,000,000 | Combined Single Limit<br>( <u>Any Auto or Owned, Hired, and Non-<br/>Owned Autos</u> ) |
|--|--------------|--|
- D. Professional Liability:
- |  |              |                   |
|--|--------------|-------------------|
|  | \$ 1,000,000 | Per Claim         |
|  | \$ 2,000,000 | General Aggregate |

Agreement Name: Laboratory Analysis for Seminole County

Agreement Number: RFP-5099-25/LTT

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5099-25/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this \_\_\_\_\_ day of November, 2025.

Advanced Environmental Laboratories Inc.

Consultant Name

By: Charles Ged

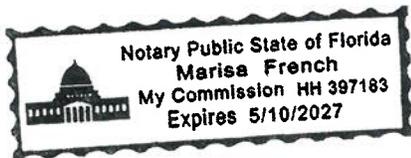
Print/Type Name: Charles M. Ged

Title: President/Owner

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 03 day of November, 2025, by Charles M. Ged (Full Name of Affiant).



MARISA FRENCH - Marisa french

Print/Type Name

Notary Public in and for the County and State Aforementioned

My commission expires: 5/10/2027

**EXHIBIT F**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Advanced Environmental Laboratories Inc.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Charles M. Ged

Title: President/Owner

Signature: *Charles Ged*

Date: 11/03/2025

**EXHIBIT G**

**HUMAN TRAFFICKING AFFIDAVIT**

**CONTRACT # RFP-5099-25/LTT**

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Advanced Environmental Laboratories Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

**Nongovernmental Entity:** Advanced Environmental Laboratories Inc.

**Authorized Signature:** Charles Ged Date: 11/03/2025

**Printed Name:** Charles M. Ged

**Title:** President/Owner

STATE OF Florida

COUNTY OF Duval

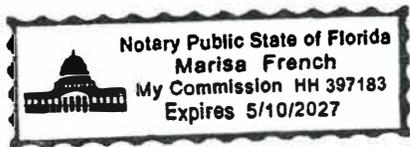
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 03 day of November, 2025, by Charles Ged, as President on behalf of the Nongovernmental Entity. They  are personally known to me or  have produced \_\_\_\_\_ as identification.

Marisa French  
Notary Public Signature

Print, Type or Stamp Name of Notary: MARISA FRENCH

My commission expires: 5/10/2027

(Affix Notary Stamp or Seal)



AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

The CONTRACTOR/CONSULTANT 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/CONSULTANT 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/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Advanced Environmental Laboratories Inc.

Signature: Charles Ged

Printed Name: Charles M. Ged

Title: President/Owner

Date: 11/03/2025

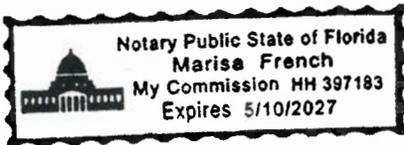
Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 03 day of November, 2025, by Charles Ged.

(name of person making statement)



Marisa French  
Signature of Notary Public

MARISA FRENCH  
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR          Produced Identification

Type of Identification Produced:

**TERM CONTRACT FOR LABORATORY ANALYSIS SERVICES  
(RFP-5099-25/LTT)**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **PACE ANALYTICAL SERVICES, LLC**, duly authorized to conduct business in the State of Florida, whose address is 8 East Tower Circle, Ormond Beach, FL 32174 in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide laboratory analysis and field sampling 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 materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and

services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are 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 Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and 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 materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will 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 materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Environmental Services  
200 W County Home Rd  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

#### **Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and 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.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement 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.

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. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not 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 is and will 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 materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. 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 materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will 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 obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR 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.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) 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. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall 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. CONTRACTOR shall 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 includes, but is not 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 will 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 shall 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 violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(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%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver

by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must 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, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. 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 and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II 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. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**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 may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will 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) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement 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 of this Agreement may 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 in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may 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 and will 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 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 provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. 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 provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to 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 will 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:

**For COUNTY:**

Seminole County Environmental Services.  
200 W County Home Rd  
Sanford, FL 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Pace Analytical Services, LLC  
8 East Tower Circle  
Ormond Beach, FL 32174

**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.

**Section 31. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that

a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

**Section 34. Anti-Human Trafficking Affidavit.** In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

*The remainder of this page has been intentionally left blank.*

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

PACE ANALYTICAL SERVICES, LLC.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Gladys Marrozos, Procurement Administrator

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

05/16/2025

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**Attachments:**

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit
- Exhibit H- Americans with Disabilities Act Affidavit

## EXHIBIT A

### SCOPE OF SERVICES

#### 2.1 OVERVIEW

The contractor shall furnish all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. This contract may be awarded to multiple vendors, and no vendor is guaranteed a specific monetary allocation.

#### 2.2 SCOPE OF SERVICES

- A. Requested sample tests shall include but are not limited to; ground water, surface water, landfill leachate, industrial wastewater, industrial sludge, soils sediments, drinking water and domestic wastewater.
- B. All analyses must be conducted using EPA-approved methods. If the Contractor changes analytical methods or detection limits, they must notify the County before implementing any changes.
- C. The contractor must meet the Florida Department of Environmental Protection (FDEP), Method Detection Limit (MDL), and Practical Quantitation Limit (PQL) targets for all approved analytical methods as specified in Rule 62-4.246, F.A.C. If the contractor is unable to meet these targets, they must notify the County before running the samples and providing the results. The FDEP's target MDLs and PQLs are available at the following link: <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>.
- D. The contractor shall provide all necessary material for collection, storage, and shipping. All materials must be in accordance with the standard requirements for each sample, (i.e., proper bottle and proper preservative). All requested materials must be provided within five (5) business days.
- E. The contractor shall provide sampling kit bottles which shall be clearly labeled. Each kit should include any special packing material for proper storage and shipping. Any sample kits that require preservatives must be properly prepared and sealed to ensure that no leakage occurs prior to dropping off or pickup.
- F. The contractor shall report all sample results to the County contact within twenty-eight (28) days of receipt of the sample(s) or a ten (10) day notification of sample results that are out of the normal limits. {The time frames will vary depending on the program requirements). The contractor acknowledges that time is of the essence to complete the work as specified in the contract. The Contractor shall waive sampling fees for tests and test results that are not completed within the specified time frame or if re- sampling is required due to lab error.
- G. The Contractor shall not include any work on invoices in which the work is incomplete, and results have not yet been provided to the County.
- H. If samples are lost, spilled or not analyzed within proper holding times, the Contractor shall reanalyze the sample or analyze replacement samples at no cost to the County. Continued violations by a contractor could constitute cause for immediate termination of the contract.
- I. A written narrative will accompany any results (original or revised) for any of the following: 1) holding time violations, 2) analytical or sample receipt problems encountered, 3) reasons for QA/QC

## EXHIBIT A

sample result exceedances, or 4) observations regarding any occurrences which may adversely impact sample integrity or data quality.

- J. Should the awarded contract include courier services, the Contractor must establish and adhere to a schedule for the pickup and delivery of samples and/or containers. This schedule will cover transport from the laboratory to the County's designated locations and vice-versa. Any changes to the courier schedule must be approved in advance by the County's primary or secondary contact and must not violate the designated sample hold times for any parameters
- K. The Contractor shall not bill the County an hourly rate for any travel time. Billing shall begin when the vendor arrives at a County site and shall end when a vendor leaves a County site.
- L. The sample quantities mentioned in this Invitation for Bid (IFB) are estimates only. They do not guarantee any future expenditures by Seminole County Government.
- M. The Contractor shall have the capability to provide sample collection and limited analysis seven (7) days a week on an emergency basis (to be defined by each program, respectively).
- N. All subcontractors intended for use under this contract must satisfy the requirements outlined in the Invitation for Bid (IFB). You are required to obtain pre-approval from the County Project Manager for all subcontractors at least 30 days before their scheduled service.

### **2.3 CONTRACTOR RESPONSIBILITIES**

- A. The awarded contractor(s) must provide all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. All services shall be provided at the fixed pricing submitted in the bid.

### **2.4 CONTRACTOR QUALIFICATIONS**

- A. The Contractor shall be certified by the State of Florida's Department of Health to perform all certification-required laboratory tests to include but not limited to metals, nutrients demand, organic extractables, general parameters I & II, microbiology, pesticides/herbicides/PCBs, purgeable organics, and EPA40 CFR Part 258 Appendix I & 11. The Contractor must be able to perform 50% of the chemical analysis and 100% of the bacteriological analysis on site. No subcontracting of any short holding time analysis (all samples with 48 hour hold times), excluding asbestos, will be permitted under this contract. The County Project Manager(s) may allow for some special circumstances with prior approval.
- B. The Contractor shall be certified, licensed, and meet all state and local government requirements to provide all the requested services and tests specified within the context of the scope of services. The Contractor shall have current National Environmental Laboratory Accreditation Program (NELAP) certification and maintain NELAP certification throughout the length of this contract.
- C. The Contractor shall possess the capacity and capability to accept emergency samples and perform analysis within adequate hold times upon sample drop-off, that may be outside of normal business hours.
- D. The Contractor must have achieved a "satisfactory" rating for FDEP's Performance Audit Inspection In accordance with F.A.C. Rule 62-160.650, Quality Assurance Chapter. Any successful participation

## EXHIBIT A

in official proficiency evaluation programs or inter-laboratory studies will also be considered (i.e., EPA-ICR, USGS, other State Certifications, DMR, etc.). Submittal of proficiency results shall be required.

- E. The Contractor shall be capable of performing bacteriological testing within sufficient time of sample pick-up/drop-off to ensure analysis are performed within specified sample hold times. The cost of re-sampling and re-testing for any missed holding times shall be at the Contractor's expense.
- F. The Contractor shall possess the technical expertise to conduct certified lab studies and support/represent the County in legal and/or regulatory proceedings regarding technical issues for landfills, surface water, water & wastewater treatment facilities, at the County's request at an hourly rate for legal proceedings (this is for vendor laboratory representation if it becomes a legal issue).
- G. The Contractor shall have a minimum of five years' experience performing sampling and testing services for landfills and for water and wastewater treatment facilities. The Contractor's Project Manager, assigned to this contract, shall have a minimum of two years' experience in laboratory project management and will be required to provide a resume.
- H. The Contractor must employ a full time Quality Control Officer to ensure all NELAP requirements are being met.
- I. The Contractor shall provide copies of the most recent NELAP and State inspections for any facility you plan to use for these services. We will review the inspection findings specifically the number, severity, and any repeat issues—as part of our selection process.
- J. Laboratories found to be non-compliant with Seminole County's agreements in the past five (5) years will not be considered.
- K. The Contractor shall have a web base data handling/reporting system which will allow the County to access analytical reports on an as- needed basis. Said web-based system shall be provided for multiple users.

### **2.5 SAMPLE COLLECTION AND ANALYSIS**

- A. The Contractor may be responsible for field collection of the samples and providing all necessary equipment including pumps, monitoring equipment, sample bottles/kits, and personal protective equipment. Said equipment shall be properly maintained, serviced, and calibrated, as required by governing authorities. When field sampling is done by County personnel, the Contractor shall be responsible for providing sample bottles/kits, including coolers, within five (5) business days of the request.
- B. The Contractor shall be capable of performing field testing, sampling collection and preservation in accordance with the following:
  - Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) for Field Activities 001/01 including labeling of sample containers and completing the COC, Field Sampling Logs, and Field calibration Logs.
  - Chapter 62-160 Florida Administrative Code (FAC).
  - Approved methods as published by FDEP or Standard Methods, ASTM, or EPA Methods.

## EXHIBIT A

- C. All reporting shall be completed within twenty-eight (28) days after collection event in accordance with all State deadlines. Reports should also include an Electronic Data Deliverable File (EDD) to be provided in a specified format needed to upload reports to regulatory agencies.
- D. The Contractor's personnel shall always work closely with County Project Managers and field staff during time of agreement.
- E. Other sampling and laboratory work shall be on an as needed basis to satisfy the National Pollutant Discharge Eliminations System (NPDES) Permit and other regulatory requirements.

### 2.6 PRICING

- A. **All-Inclusive Pricing:** Contractor prices should include all costs for field sampling, laboratory analysis, and courier services for every program listed in the pricing sheets.
- B. The contractor must submit the MDLs and PQLs for all requested parameters along with pricing.
- C. Any applicable courier service costs must be included in your pricing and remain unchanged throughout the duration of the contract.
- D. This contract may be awarded to multiple vendors. No vendor is guaranteed a specific amount of work or monetary allocation.
- E. Estimated sample quantities are for informational purposes only. Quantities do not guarantee future expenditures.

**EXHIBIT B**

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**S  
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P** TO



**V  
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D  
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R**

**SUBMIT ALL INVOICES TO:  
 AP@seminoleclerk.org  
 Seminole Count Clerk & Comptroller  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772  
 Accts. Payable Inquiries - Phone (407) 665  
 7656**

**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**Terms and Conditions**

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

**EXHIBIT C**

**CONTRACT PRICING**

**Pace Analytical Services, LLC**

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
<b>SURFACE WATER</b>			
1	Nitrate	Annual	\$8.00
2	Nitrite	Annual	\$8.00
3	BOD	Annual	\$16.00
4	TSS	Annual	\$8.00
5	TDS	Annual	\$8.00
6	True Color	Annual	\$13.00
7	Alkalinity	Annual	\$14.00
8	Chlorophyll A	Annual	\$30.00
9	Orthophosphate	Annual	\$19.00
10	Total Kjeldahl Nitrogen	Annual	\$15.00
11	Ammonia	Annual	\$15.00
12	Total Phosphorus (Low Level)	Annual	\$22.00
13	Total Nitrogen	Annual	\$22.00
14	E.coli	As needed	\$25.00
15	Arsenic	As needed	\$6.99
16	Cadmium	As needed	\$6.99
17	Chromium	As needed	\$6.99
18	Cyanide	As needed	\$20.00
19	Lead	As needed	\$6.99
20	Mercury (Low level)	As needed	\$90.00
21	Nickel	As needed	\$6.99
22	Selenium	As needed	\$6.99
23	Copper	As needed	\$6.99
24	Manganese	As needed	\$6.99
25	Silver	As needed	\$6.99
26	Zinc	As needed	\$6.99
27	Calcium	As needed	\$6.99
28	Chloride	As needed	\$8.00
29	Molybdenum	As needed	\$6.99
30	DOC	As needed	\$21.00
31	TOC	As needed	\$21.00
<b>DRINKING WATER</b>			
32	Nitrate	Annual	\$8.00
33	Nitrite	Annual	\$8.00
34	Lead	Annual	\$6.99
35	Copper	Annual	\$6.99
36	Total coliform	Annual	\$14.00
37	Gross Alpha (including Uranium)	Annual	\$40.00

**EXHIBIT C**

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
38	Radium 228	Annual	\$79.00
39	Radium 226	Annual	\$79.00
40	Chloride	Annual	\$8.00
41	Sulfate	Annual	\$8.00
42	pH	Annual	\$6.00
43	UV254	Annual	\$60.00
44	TDS	Annual	\$8.00
45	Chloride	Annual	\$8.00
46	Sodium	Annual	\$6.99
47	Bromide	Annual	\$8.00
48	Bromate	Annual	\$25.00
49	Color	Annual	\$13.00
50	Alkalinity, total	Annual	\$14.00
51	Total Hardness	Annual	\$14.00
52	Sulfide, total	Annual	\$25.00
53	Calcium	Annual	\$6.99
54	Magnesium	Annual	\$6.99
55	Potassium	Annual	\$6.99
56	Sodium	Annual	\$6.99
57	Total Iron	Annual	\$6.99
58	Fluoride	Annual	\$8.00
59	Lithium	Annual	\$6.99
60	TOC	Annual	\$21.00
61	Trihalomethane Analysis	Annual	\$35.00
62	Total Haloacetic Acids	Annual	\$65.00
63	Primary Drinking Water Standards	Annual	\$354.89
64	Secondary Water Standards	Annual	\$136.94
65	VOC's	Annual	\$55.00
66	SOC's	Annual	\$892.00
67	1,4 Dioxane 522	Annual	\$130.00
68	PFAS 533	Annual	\$205.00
69	PFAS 537.1	Annual	\$205.00
<b>SOLID WASTE IPP SAMPLING REQUIREMENTS</b>			
70	Arsenic	Annual	\$6.99
71	Cadmium	Annual	\$6.99
72	CBOD	Annual	\$16.00
73	Chlorides	Annual	\$8.00
74	Chromium	Annual	\$6.99
75	Copper	Annual	\$6.99
76	Cyanide	Annual	\$20.00
77	Lead	Annual	\$6.99
78	Manganese	Annual	\$6.99
79	Mercury	Annual	\$14.00

**EXHIBIT C**

Line Item	Description	Unit of Measure	Unit Cost
80	Molybdenum	Annual	\$6.99
81	Nickel	Annual	\$6.99
82	Selenium	Annual	\$6.99
83	Silver	Annual	\$6.99
84	Total Nitrogen	Monthly	\$22.00
85	Total Suspended Solids	Annual	\$8.00
86	Zinc	Annual	\$6.99
<b>SOLID WASTE MSGP SAMPLING REQUIREMENTS</b>			
87	Total Recoverable Iron	every two years	\$6.99
88	Total Suspended Solids	every two years	\$8.00
<b>GROUNDWATER MONITORING WELLS</b>			
89	Ammonia – N, Total	Semi-Annual	\$15.00
90	Chlorides	Semi-Annual	\$8.00
91	Iron	Semi-Annual	\$6.99
92	Mercury	Semi-Annual	\$14.00
93	Nitrate	Semi-Annual	\$8.00
94	Phenols, Total	Semi-Annual	\$42.00
95	Sodium	Semi-Annual	\$6.99
96	Total dissolved solids (TDS)	Semi-Annual	\$8.00
97	Those parameters listed in 40 CFR Part 258, Appendix 1	Semi-Annual	\$199.00
98	Field Collection Fees	Per Event	\$3,000.00
<b>WASTEWATER</b>			
99	CBOD	Annual	\$16.00
100	TSS	Annual	\$8.00
101	Fecal coliform	Annual	\$14.00
102	Total Nitrogen	Annual	\$22.00
103	TKN	Annual	\$14.00
104	Total Phosphorus	Annual	\$14.00
105	Nitrate	Annual	\$8.00
106	Chloride	Annual	\$8.00
107	Giardia	Annual	\$850.00
108	Cryptosporidium	Annual	\$850.00
<b>MONITORING WELLS</b>			
109	Water Level Relative To NGVD Total Nitrogen	Annual	\$125.00
110	Total Nitrogen	Annual	\$22.00
111	TDS	Annual	\$8.00
112	Chloride	Annual	\$8.00
113	Fecal coliform	Annual	\$14.00
114	pH	Annual	\$6.00
115	Turbidity	Annual	\$8.00
116	TTHM	Annual	\$34.00

**EXHIBIT C**

Line Item	Description	Unit of Measure	Unit Cost
117	Field Collection Fees	Hourly	\$125.00
<b>RECLAIM</b>			
118	Primary Drinking Water Standards	Annual	\$2,692.90
119	Secondary Drinking Water Standards	Annual	\$136.94
<b>INDUSTRIAL PRETREATMENT</b>			
120	Acrolein	Annual	\$55.00
121	Acrylonitrile	Annual	\$55.00
122	Benzene	Annual	\$55.00
123	Bromoform	Annual	\$55.00
124	Carbon tetrachloride	Annual	\$55.00
125	Chlorobenzene	Annual	\$55.00
126	Chlorodibromomethane	Annual	\$55.00
127	Chloroethane	Annual	\$55.00
128	2-chloroethylvinyl ether	Annual	\$55.00
129	Chloroform	Annual	\$55.00
130	Dichlorobromomethane	Annual	\$55.00
131	1,1-dichloroethane	Annual	\$55.00
132	1,2-dichloroethane	Annual	\$55.00
133	1,1-dichloroethylene	Annual	\$55.00
134	1,2-dichloropropane	Annual	\$55.00
135	1,3-dichloropropylene	Annual	\$55.00
136	Ethylbenzene	Annual	\$55.00
137	Methyl bromide	Annual	\$55.00
138	Methyl chloride	Annual	\$55.00
139	Methylene chloride	Annual	\$55.00
140	1,1,2,2-tetrachloroethane	Annual	\$55.00
141	Tetrachloroethylene	Annual	\$55.00
142	Toluene	Annual	\$55.00
143	1,2-trans-dichloroethylene	Annual	\$55.00
144	1,1,1-trichloroethane	Annual	\$55.00
145	1,1,2-trichloroethane	Annual	\$55.00
146	trichloroethylene	Annual	\$55.00
147	Vinyl chloride	Annual	\$55.00
148	2- chlorophenol	Annual	\$140.00
149	2,4-dichlorophenol	Annual	\$140.00
150	2,4-dimethylphenol	Annual	\$140.00
151	4,6-dinitro-o-cresol	Annual	\$140.00
152	2,4-dinitrophenol	Annual	\$140.00
153	2- nitrophenol	Annual	\$140.00
154	4- nitrophenol	Annual	\$140.00
155	P-chloro-m-cresol	Annual	\$140.00
156	Pentachlorophenol	Annual	\$140.00
157	Phenol	Annual	\$140.00

**EXHIBIT C**

Line Item	Description	Unit of Measure	Unit Cost
158	2,4,6-trichlorophenol	Annual	\$140.00
159	Acenaphthene	Annual	\$140.00
160	Acenaphthylene	Annual	\$140.00
161	Anthracene	Annual	\$140.00
162	Benzidine	Annual	\$140.00
163	Benzo(a)anthracene	Annual	\$140.00
164	Benzo(a)pyrene	Annual	\$140.00
165	3,4-benzofluoranthene	Annual	\$140.00
166	Benzo(ghi)perylene	Annual	\$140.00
167	Benzo(k)fluoranthene	Annual	\$140.00
168	Bis (2-chloroethoxy)methane	Annual	\$140.00
169	bis(2-chloroethyl)ether	Annual	\$140.00
170	Bis (2-chloroisopropyl)ether	Annual	\$140.00
171	Bis (2-ethylhexyl)phthalate	Annual	\$140.00
172	4- bromophenyl phenyl ether	Annual	\$140.00
173	Butylbenzyl phthalate	Annual	\$140.00
174	2- chloronaphthalene	Annual	\$140.00
175	4- chlorophenyl phenyl ether	Annual	\$140.00
176	Chrysene	Annual	\$140.00
177	Dibenzo(a,h)anthracene	Annual	\$140.00
178	1,2-dichlorobenzene	Annual	\$140.00
179	1,3-dichlorobenzene	Annual	\$140.00
180	1,4-dichlorobenzene	Annual	\$140.00
181	3,3'-dichlorobenzidine	Annual	\$140.00
182	Diethyl phthalate	Annual	\$140.00
183	Dimethyl phthalate	Annual	\$140.00
184	Di-n-butyl phthalate	Annual	\$140.00
185	2,4-dinitrotoluene	Annual	\$140.00
186	2,6-dinitrotoluene	Annual	\$140.00
187	Di-n-octyl Phthalate	Annual	\$140.00
188	1,2-diphenylhydrazine (as azobenzene)	Annual	\$140.00
189	Fluoranthene	Annual	\$140.00
190	Fluorene	Annual	\$140.00
191	Hexachlorobenzene	Annual	\$140.00
192	Hexachlorobutadiene	Annual	\$140.00
193	Hexachlorocyclopentadiene	Annual	\$140.00
194	Hexachloroethane	Annual	\$140.00
195	Indeno (L,2,3-Cd) Pyrene	Annual	\$140.00
196	Isophorone	Annual	\$140.00
197	Napthalene	Annual	\$140.00
198	Nitrobenzene	Annual	\$140.00
199	N-nitrosodimethylamine	Annual	\$140.00
200	N-nitrosodi-n-propylamine	Annual	\$140.00

**EXHIBIT C**

Line Item	Description	Unit of Measure	Unit Cost
201	N-nitrosodiphenylamine	Annual	\$140.00
202	Phenanthrene	Annual	\$140.00
203	Pyrene	Annual	\$140.00
204	1,2,4-trichlorobenzene	Annual	\$140.00
205	Aldrin	Annual	\$140.00
206	Alpha-BHC	Annual	\$140.00
207	Beta-BHC	Annual	\$140.00
208	Gamma-BHC	Annual	\$140.00
209	Delta-BHC	Annual	\$140.00
210	Chlordane	Annual	\$140.00
211	4,4'-DDT	Annual	\$140.00
212	4,4'-DDE	Annual	\$140.00
213	4,4'-DDD	Annual	\$140.00
214	Dieldrin	Annual	\$140.00
215	Alpha-Endosulfan	Annual	\$140.00
216	Beta-Endosulfan	Annual	\$140.00
217	Endosulfan sulfate	Annual	\$140.00
218	Endrin	Annual	\$140.00
219	Endrin aldehyde	Annual	\$140.00
220	Heptachlor	Annual	\$140.00
221	Heptachlor epoxide	Annual	\$140.00
222	PCB-1242	Annual	\$140.00
223	PCB-1254	Annual	\$140.00
224	PCB-1221	Annual	\$140.00
225	PCB-1232	Annual	\$140.00
226	PCB-1248	Annual	\$140.00
227	PCB-1260	Annual	\$140.00
228	PCB-1016	Annual	\$140.00
229	Toxaphene	Annual	\$140.00
230	Antimony, Total	Annual	\$6.99
231	Arsenic, Total	Annual	\$6.99
232	Beryllium, Total	Annual	\$6.99
233	Cadmium, Total	Annual	\$6.99
234	Chromium, Total	Annual	\$6.99
235	Copper, Total	Annual	\$6.99
236	Lead, Total	Annual	\$6.99
237	Mercury, Total	Annual	\$14.00
238	Nickel, Total	Annual	\$6.99
239	Selenium, Total	Annual	\$6.99
240	Silver, Total	Annual	\$6.99
241	Thallium, Total	Annual	\$6.99
242	Zinc, Total	Annual	\$6.99
243	Cyanide, Total	Annual	\$20.00

**EXHIBIT C**

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
244	Phenols, Total	Annual	\$42.00
245	Bromide	Annual	\$8.00
246	Fluoride	Annual	\$8.00
247	Oil and Grease	Annual	\$35.00
248	Radioactivity	Annual	\$238.00
249	Sulfate	Annual	\$8.00
250	Sulfide	Annual	\$25.00
251	Sulfite	Annual	\$34.00
252	Surfactants	Annual	\$25.00
253	Aluminum, Total	Annual	\$6.99
254	Barium, Total	Annual	\$6.99
255	Boron, Total	Annual	\$6.99
256	Cobalt, Total	Annual	\$6.99
257	Iron, Total	Annual	\$6.99
258	Magnesium, Total	Annual	\$6.99
259	Molybdenum, Total	Annual	\$6.99
260	Manganese, Total	Annual	\$6.99
261	Tin, Total	Annual	\$6.99
262	Titanium, Total	Annual	\$6.99

## EXHIBIT D

### MINIMUM INSURANCE REQUIREMENTS

#### IFB-5099-25/LTT LABORATORY ANALYSIS SERVICES

The following insurance requirements and limits of liability are required:

- A. Workers' Compensation & Employers' Liability Insurance:
- |                        |              |                       |
|------------------------|--------------|-----------------------|
| Workers' Compensation: | Statutory    |                       |
| Employers' Liability:  | \$ 1,000,000 | Each Accident         |
|                        | \$ 1,000,000 | Disease Aggregate     |
|                        | \$ 1,000,000 | Disease Each Employee |
- B. Commercial General Liability Insurance:
- |  |              |                                   |
|--|--------------|-----------------------------------|
|  | \$ 1,000,000 | Each Occurrence                   |
|  | \$ 2,000,000 | General Aggregate                 |
|  | \$ 2,000,000 | Products and Completed Operations |
|  | \$ 1,000,000 | Personal and Advertising Injury   |
- C. Business Automobile Liability Insurance:
- |  |              |  |
|--|--------------|--|
|  | \$ 1,000,000 | Combined Single Limit<br>( <u>Any Auto or Owned, Hired, and Non-<br/>Owned Autos</u> ) |
|--|--------------|--|
- D. Professional Liability:
- |  |              |                   |
|--|--------------|-------------------|
|  | \$ 1,000,000 | Per Claim         |
|  | \$ 2,000,000 | General Aggregate |

**EXHIBIT E**

Agreement Name: Laboratory Analysis Services

Agreement Number: RFP- 5099-25/LTT

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP- 5099-25/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 7th day of November, 2025.

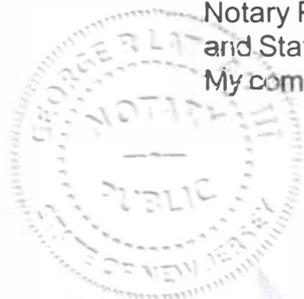
PaceAnalytical Services, LLC.  
 Consultant Name  
 By: [Signature]  
 Print/Type Name: David M. Chaffman  
 Title: Director of Sales

STATE OF New Jersey

COUNTY OF Hunterdon

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 7th day of November, 2025, by David M. Chaffman (Full Name of Affiant).

[Signature]  
 Print/Type Name  
 Notary Public in and for the County  
 and State Aforementioned  
 My commission expires: \_\_\_\_\_



**EXHIBIT F**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: David Chaffman

Title: Director of Sales

Signature:



Date: 11/07/25

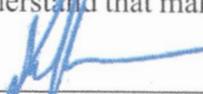
**EXHIBIT G**

**HUMAN TRAFFICKING AFFIDAVIT**

**CONTRACT #** \_\_\_\_\_

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Pace Analytical Services, LLC ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

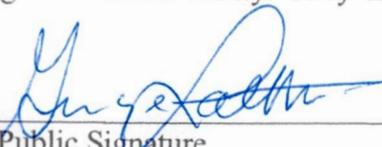
  
Signature

12/02/25  
Date

David M. Chaffman, Director of Sales  
Print Name, Title

STATE OF New Jersey  
COUNTY OF Hunterdon

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2 day of Dec, 2025, by David M. Chaffman, as Director of Sales, on behalf of the Nongovernmental Entity. They  are personally known to me or  have produced as identification.

  
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**EXHIBIT H**

**AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

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

The CONTRACTOR/CONSULTANT 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/CONSULTANT 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/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Pace Analytical Services, LLC

Signature: 

Printed Name: David Chaffman

Title: Director of Sales

Date: 11/07/25

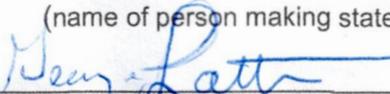
Affix Corporate Seal (if applicable)

STATE OF New Jersey

COUNTY OF Hunterdon

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7th day of November, 2025, by David M. Chaffman.

(name of person making statement)

  
Signature of Notary Public



Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced: Visual





# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

**File Number: 2026-0165**

**Title:**

Approve Change Order #4 to CC-4508-23/GCM Lake Monroe Trail Loop - Phase I (LAP) in the amount of \$72,883.97 with DB Civil Construction LLC and authorize the Purchasing & Contracts Division to execute this Change Order. District 5-Herr (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department - Public Works

**Division:**

Administrative Services - Purchasing and Contracts

**Authorized By:**

Robert Bradley, Purchasing Manager

**Contact/Phone Number:**

Tony Durrum/(407)665-7123

**Background:**

CC-4508-23/GCM is a FDOT Local Agency Program Agreement (LAP) federally funded project that will provide for the construction of Lake Monroe Trail Loop (AKA: Celery/Melonville Trail). Change Order #4 provides for necessary drainage modifications on Celery Avenue at Santa Fe Lane due to existing field conditions as well as contract pay item quantity adjustments for select pay items. Following is a cost summary of this Agreement:

Original Contract Sum: \$2,857,894.00

Change Order #1: \$19,073.00

Change Order #2: \$53,704.98

Change Order #3: Time Only

Change Order #4: \$72,883.97

Revised Agreement Total: \$3,003,555.95

The budget for this item is located under account business unit 02407108.

There are no premium costs associated with this change order and this cost should be considered Federal Aid eligible understanding the Department's participation in eligible costs is limited to the funding in the LAP Agreement.

**Requested Action:**

Staff requests the Board approve Change Order #4 to CC-4508-23/GCM Lake Monroe Trail Loop - Phase I (LAP) in the amount of \$72,883.97 with DB Civil Construction LLC and authorize the Purchasing & Contracts Division to execute this Change Order.

# SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## CHANGE ORDER CONSTRUCTION PROJECTS

CONTRACTOR: DB CIVIL CONSTRUCTION, LLC Date: 12/02/25

Contract No.: CC-4508-23/GCM Project Name: LAKE MONROE TRAIL LOOP – PHASE 1 (LAP)

Change Order No.: 04 Work Order No.: (if applicable) \_\_\_\_\_

Original Contract / Work Order Amount:	\$ <u>2,857,894.00</u>
Amount prior to this Change Order, if different:	\$ <u>2,930,671.98</u>
Change Order Amount: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change	\$ <u>72,883.97</u>
Revised Contract / Work Order Amount including this Change Order:	\$ <u>3,003,555.95</u>

Change Order Time:     Increase     Decrease     No Change    0 Days

Date of Substantial Completion through this Change Order:    02/09/26

Date of Final Completion through this Change Order:    03/11/26

**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 the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's 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 by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order X does or \_\_\_\_\_ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager:	Architect / Engineer of Record:	Contractor:
Name: <u>Stephen Miller, P.E.</u>	<u>CPH, LLC</u>	<u>DB Civil Construction LLC</u>
Address: <u>100 E. 1<sup>st</sup> St.</u> <u>Sanford, FL 32711</u>	<u>500 W. Fulton St.</u> <u>Sanford, FL 32771</u>	<u>4475 US-1 South, Suite 707</u> <u>St. Augustine, FL 32086</u>
Sign: <u>Stephen Miller, P.E.</u> Digitally signed by Stephen Miller, P.E. Date: 2026.01.06 07:37:50 -05'00'	Digitally signed by Matthew C Cushman Date: 2026.01.05 16:29:18-05'00'	<u>Dalton Baylor</u> Digitally signed by Dalton Baylor DN: cn=US, email=EndoBaylor@dbcivilconstruction.com, c=US, o=DB Civil Construction LLC, cn=Dalton Baylor Reason: I am approving this document Date: 2026.01.05 11:30:31-05'00'
Date: _____	_____	_____

**PURCHASING AND CONTRACTS DIVISION:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Procurement Administrator  
As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: \_\_\_\_\_ WITNESS: \_\_\_\_\_

For Board approved Items: Meeting Date: \_\_\_\_\_ Item # \_\_\_\_\_

**CHANGE ORDER 04**

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**CC-4508-23/GCM / FPN 444628-1-58-01 – Lake Monroe Loop Trail PH1**

**CHANGE ORDER 04 SUMMARY**

Add the following items:

Ref. No.	Description	QTY	Unit	Unit Price	Total
CO 04-01	Drainage Modifications Sante Fe	1	LS	\$87,083.97	\$ 87,083.97

Modify the following items:

635-2-30	Pull & Splice Box, Install	(10)	EA	\$ 1,900.00	\$ (19,000.00)
1080-21-106	Utility Fixture, Valve/Meter Box, Furnish & Install, 6"	4	EA	\$ 1,200.00	\$ 4,800.00

**TOTAL \$ 72,883.97**

**No Contract Time Adjustment this Change Order**

**CHANGE ORDER 04**

**ITEM 01 DRAINAGE MODIFICATIONS SANTE FE**

**CHANGE ORDER 04 - ENTITLEMENT ANALYSIS**  
**Item 01 - AFC 07 Drainage Modifications Sante Fe**

**Seminole County**

<b>FPN :</b>	444628-1-58-01	<b>Date Prepared:</b>	11/3/2025
<b>FAIN:</b>	D522-084-B	<b>CEI Consultant:</b>	Civil Site Engineering, Inc.
<b>Contract No.:</b>	CC-4508-23/GCM	<b>Senior Project Engineer:</b>	Paul Wilson, PE
<b>CIP No.:</b>	2407108	<b>Project Administrator:</b>	Greg Shelton
<b>Project:</b>	Lake Monroe Trail Loop PH 1 (LAP)		

**Description of Issue**

Construct additional ditch bottom inlet integral with trail, Type I curb inlet, and Type C ditch bottom inlet at existing 18" RCP per Authorized Field Change 07 and response to RFI 007.

**Entitlement Analysis:**

**Contract Provisions**

10.1.1 Changes in the Work: Without invalidating the Agreement and without notice to any Surety, County may, at any time, by duly executed Change Order, order changes within the scope of the Contract Documents consisting of additions, deletions or other revisions of the Work.

11.3.3 Methods for Determining Adjustments in Contract Price: Where the Work involved is not covered by Unit Prices contained in the Contract Documents, Unit Prices may be negotiated on the basis of costs calculated in accordance with this Section.

**Origin**

-RFI 007 was received 9/19/25 regarding the plan F curb from STA 598+84 to 603+16 having improper outfall to convey runoff. Type F curb is to be constructed per plan in this location along the existing edge of pavement of the Celery Ave. right turn lane to Santa Fe Ln. As-built elevations along the existing edge of pavement were provided from the Contractor with the RFI which demonstrate that the profile along the edge of pavement is falling to the west, with low spots along the edge of pavement and at the proposed ADA ramp drop curb at Santa Fe Ln. Due to the existing condition, the proposed curb in this area would hold water with no way to convey runoff from the roadway. RFI response was provided on 10/24/25 from the EOR along with plan markups for 3 additional drainage structures to be constructed intercepting the existing 18" RCP at this location. An open flume in the curb is also to be constructed at the new ditch bottom inlet at STA 601+17.

-Authorized Field Change 07 was issued 10/27/25 for this change in the work.

**Analysis**

The Contractor is entitled in additional compensation due to this extra work.

The Engineer's Estimate for this change totals, \$88,906.07. Contractor provided revised price proposal on 10/29/25 totaling \$87,083.97. The CEI considers the price proposal submitted by the Contractor to be fair and reasonable.

**Recommendation**

CEI recommends that the Contractor be compensated for this Extra Work by Change Order in the requested amount of **\$87,083.97**.

**Time Extension Analysis:**

Additional contract time was not requested by the Contractor due to this change, nor is additional time warranted as this work can be completed concurrently with other Controlling Items.

**Premium Cost Analysis:**

This change order item does not consist of cost paid to the Contractor as a result of delays, inefficiencies, rework, or cost in excess of the Engineer's Estimate, therefore there is no premium cost. The total premium cost associated with this change order item is **\$0.00**.



Paul Wilson, PE  
Senior Project Engineer

12/11/25 Rev.  
Date

## Engineer's Cost Estimate

Seminole County, FL

FIN: 444628-1-58-01  
 Contract No.: CC-4508-23/GCM  
 CEI: Civil/Site Engineering  
 PA: Greg Shelton  
 Date Prepared: 10/29/2025

Description: Item 01: AFC 07 Drainage Modifications Sante Fe

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
<b>1</b>	<b>Dewater, Excavate, Install Shoring, Cut Existing 18" Pipe Segments</b>												
	Pipe Foreman w/ F350	80.00	HR	\$41.00	\$3,280.00	\$31.75	\$2,540.00						\$5,820.00
	Operator w/ Deere 85G	80.00	HR	\$27.50	\$2,200.00	\$70.31	\$5,624.80						\$7,824.80
	Loader Operator w/ Deere 544L	80.00	HR	\$23.00	\$1,840.00	\$58.73	\$4,698.40						\$6,538.40
	Skilled Laborer (3)	240.00	HR	\$23.00	\$5,520.00								\$5,520.00
	Plate Tamp	80.00	HR			\$12.07	\$965.60						\$965.60
	Shoring System Build a Box - NTS	1.00	MO					\$ 3,067.50	\$3,067.50				\$3,067.50
	Wellpoints with Pump - MWI	1.00	MO							\$ 2,618.73	\$ 2,618.73		\$2,618.73
	Wellpoint Sand 1 LD	16.00	TN					\$ 40.92	\$736.56				\$736.56
	Pipe Plug Rental	1.00	MO					\$ 3,217.50	\$3,217.50				\$3,217.50
	Pump 4" DD - MWI	1.00	MO							\$ 2,285.52	\$ 2,285.52		\$2,285.52
<b>2</b>	<b>F/P/S 6'x10'x7' J Bottom DBI</b>												
	Concrete Foreman w/ F350	32.00	HR	\$41.00	\$1,312.00	\$31.75	\$1,016.00						\$2,328.00
	Carpenter (3)	96.00	HR	\$29.00	\$2,784.00								\$2,784.00
	Form Lumber	1.00	LS					\$250.00	\$250.00				\$250.00
	Class II Concrete	10.00	CY					\$175.00	\$1,750.00				\$1,750.00
	Reinforcing Steel	541.00	LB					\$0.65	\$351.65				\$351.65
	57 Bedding Stone	2.00	TN					\$24.85	\$49.70				\$49.70
	C&C Concrete Pumping	1.00	DY							\$ 715.00	\$ 715.00		\$715.00
	QC Concrete Sampling	1.00	LS							\$ 360.00	\$ 360.00		\$360.00
<b>3</b>	<b>F/P/S Type I Curb Inlet &amp; Top</b>												
	Concrete Foreman w/ F350	16.00	HR	\$41.00	\$656.00	\$31.75	\$508.00						\$1,164.00
	Carpenter (3)	48.00	HR	\$29.00	\$1,392.00								\$1,392.00
	Form Lumber	1.00	LS					\$250.00	\$250.00				\$250.00
	Class II Concrete	8.00	CY					\$175.00	\$1,400.00				\$1,400.00
	Reinforcing Steel	400.00	LB					\$0.65	\$260.00				\$260.00
	57 Bedding Stone	2.00	TN					\$24.85	\$49.70				\$49.70

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
	C&C Concrete Pumping	1.00	DY							\$ 715.00	\$ 715.00		\$715.00
	QC Concrete Sampling	1.00	LS							\$ 360.00	\$ 360.00		\$360.00
<b>4</b>	<b>F/PS Type C DBI</b>												
	Concrete Foreman w/ F350	16.00	HR	\$41.00	\$656.00	\$31.75	\$508.00						\$1,164.00
	Carpenter (3)	48.00	HR	\$29.00	\$1,392.00								\$1,392.00
	Form Lumber	1.00	LS					\$250.00	\$250.00				\$250.00
	Class II Concrete	8.00	CY					\$175.00	\$1,400.00				\$1,400.00
	Reinforcing Steel	400.00	LB					\$0.65	\$260.00				\$260.00
	57 Bedding Stone	2.00	TN					\$24.85	\$49.70				\$49.70
	C&C Concrete Pumping	1.00	DY							\$ 715.00	\$ 715.00		\$715.00
	QC Concrete Sampling	1.00	LS							\$ 360.00	\$ 360.00		\$360.00
<b>5</b>	<b>Tie in 18" RCP at Structures</b>												
	Pipe Foreman w/ F350	16.00	HR	\$41.00	\$656.00	\$31.75	\$508.00						\$1,164.00
	Operator w/ Deere 85G	16.00	HR	\$27.50	\$440.00	\$70.31	\$1,124.96						\$1,564.96
	Loader Operator w/ Deere 544L	16.00	HR	\$23.00	\$368.00	\$58.73	\$939.68						\$1,307.68
	Skilled Laborer (2)	32.00	HR	\$23.00	\$736.00								\$736.00
	Plate Tamp	16.00	HR			\$12.07	\$193.12						\$193.12
<b>6</b>	<b>Survey Layout &amp; As-Built</b>												
	Surveyor w/ F150	16.00	HR	\$50.65	\$810.40	\$31.75	\$508.00						\$1,318.40
				Burden @ 47.52%	\$11,424.95			Tax @ 6.0%	\$800.54				
					\$35,467.35		\$19,134.56		\$14,142.85		\$8,129.25	\$0.00	

Mark-Up	15.0%	\$5,320.10	15.0%	\$2,870.18	15.0%	\$2,121.43	5.0%	\$406.46	\$0.00	
<b>Total</b>		<b>\$40,787.45</b>		<b>\$22,004.74</b>		<b>\$16,264.28</b>		<b>\$8,535.71</b>	<b>\$0.00</b>	
									Bond @ 1.50% \$ 1,313.88	
									<b>Total</b>	<b>\$ 88,906.07</b>

*Paul M. Wilson*

Paul Wilson, PE

Notes:

# Rental Quotation

9858 Sidney Hayes Rd.  
Orlando, FL 32824  
407-854-9949  
[www.ntsafety.com](http://www.ntsafety.com)  
[www.encyshoring.com](http://www.encyshoring.com)



Customer Information	General Information	Job Information
Company: DB Civil	Date: 10/15/25	Street: 2700 Celery Ave
Attention: Steven Kelley	Requested By: Steven Kelley	City, St, Zip: Sanford, FL
Phone: (321) 693-2190	Payment Terms: Net 30	Contact: Daniel Madden
email:	Quote Good From: 10/15/25 To 11/15/25	Phone: (904) 615-7187
***Job Name: Lake Monroe		PO #: Pending

## Rental Information

QTY	Model	Description	Daily Rate		Weekly Rate		Monthly Rate		Weight Each	Weight Total
			Each	Total	Each	Total	Each	Total		
3	BBP212	2x12 Build-A-Box Panel			\$84.00	\$252.00	\$252.00	\$756.00		
1	Frame212	2x12 Build-A-Box Frame			\$168.00	\$168.00	\$504.00	\$504.00		
12	Sheets	8' Build-A-Box Sheets			\$18.00	\$216.00	\$54.00	\$648.00		
4	BBC72	6' Build-A-Box Corner			\$12.00	\$48.00	\$36.00	\$144.00		
4	BBLL	Build-A-Box Lift Lug			\$0.00	\$0.00	\$0.00	\$0.00		
4	XL-96-144-1	96-144 Adjustable Struts			\$20.00	\$80.00	\$60.00	\$240.00		
2	GR	4' Guardrail			\$28.00	\$56.00	\$84.00	\$168.00		
2	GR	6' Guardrail			\$38.00	\$76.00	\$114.00	\$228.00		
<b>Rental Material Totals:</b>			\$0.00		\$896.00		\$2,688.00			
0		Delivery:	\$189.75	\$189.75	\$189.75	\$189.75	\$189.75	\$189.75		↓
0		Pick-Up:	\$189.75	\$189.75	\$189.75	\$189.75	\$189.75	\$189.75		
<b>Totals:</b>			\$379.50		\$1,275.50		\$3,067.50		0	
X	= Tax will be calculated on later invoice		Tax:						Total Loads:	
	=Tax calculated at: 7.00% sales tax		<b>Grand Totals:</b>		\$379.50		\$1,275.50		<b>\$3,067.50</b>	
			<b>Daily Rental</b>		<b>Weekly Rental</b>		<b>Monthly Rental</b>		Note: Each load is Calculated at Max Carry lbs. of: 46000	



## Consultant Information

Consultant: Joshua Paramore  
Branch: Orlando  
Mobile: 407-759-2466  
email: [joshuaparamore@ntsafety.com](mailto:joshuaparamore@ntsafety.com)



Special Notes: Rental Quote for DB Civil.

Please, do not hesitate to contact us at any time with questions or concerns.  
Thank You for choosing Trench Plate Rental Co., an official Efficiency Production, Inc. trench shielding and shoring equipment distributor.



Date 10/20/25

Customer **DB CIVIL**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Project **LAKE MONROE TRAIL LOOP**  
**SANFORD, FL**  
 \_\_\_\_\_  
 \_\_\_\_\_

DEL- 10/21/25  
 Contact **DANIEL**  
 Phone **904-615-7187**  
 Email \_\_\_\_\_  
 Term **4 Week**  
 PO: \_\_\_\_\_

Qty	Item	Day	Week	4 Week	4 Week
<b>Pumps</b>					
					\$-00
1	JP04	\$183.33	\$550.00	\$1,650.00	\$1,650.00
2	4" X 20' SUCTION K-FKEX	\$11.11	\$33.33	\$100.00	\$200.00
1	4" SCREEN	\$2.22	\$6.67	\$20.00	\$20.00
2	2" JET HOSE	\$10.00	\$30.00	\$90.00	\$180.00
<b>TOTAL RENTAL</b>					<b>\$2,050.00</b>

Services	Item	Price	Total
1	Pick-up	\$200.00	\$200.00
1	Delivery	\$200.00	\$200.00
<b>Services Total</b>			<b>\$400.00</b>

**Subtotal** \$2,450.00

**Env. Fee** \$20.50

**Estimated Tax** \$148.23

**Estimated Total\*** \$2,618.73

\*This is an estimate. Actual site conditions can vary which may effect the final pricing.

**Customer Responsibilities:**

**Point of discharge.**

**Fueling, unless otherwise noted by contractor.**

**Power source, materials and labor for electric units.**

**Heavy equipment for loading , unloading, set up and tear down of equipment (U.O.N)**

**Discharge Permit and fees.**

**Monitoring of Dewatering Equipment**

**Ballast Rock for turbidity control and stability if needed.**

**Cleaning of sediment tank/s**



# Rental Quotation

9858 Sidney Hayes Rd.  
Orlando, FL 32824  
407-854-9949  
[www.ntsafety.com](http://www.ntsafety.com)  
[www.efficiencyshoring.com](http://www.efficiencyshoring.com)



Customer Information	General Information	Job Information
Company: DB Civil	Date: 9/22/25	Street: N/A
Attention: Daniel Madden	Requested By: Daniel Madden	City, St, Zip: N/A
Phone: (904) 615-7187	Payment Terms: Net 30	Contact: Daniel Madden
email:	Quote Good From: 9/22/25 To 10/22/25	Phone: (904) 615-7187
	***Job Name: Lake Monroe	PO #: Pending

## Rental Information

QTY	Model	Description	Daily Rate		Weekly Rate		Monthly Rate		Weight Each	Weight Total
			Each	Total	Each	Total	Each	Total		
2	PP2040	20-40 Pipe Plug			\$482.00	\$964.00	\$1,466.00	\$2,892.00	66	132
2	Sleeve	20-40 Sleeve			\$0.00	\$0.00	\$0.00	\$0.00	15	30
2	PPLL	Inflation Hose			\$14.00	\$28.00	\$42.00	\$84.00	4	8
<b>Rental Material Totals:</b>			\$0.00		\$992.00		\$2,976.00			
1		Delivery:	\$120.75	\$120.75	\$120.75	\$120.75	\$120.75	\$120.75		↓
1		Pick-Up:	\$120.75	\$120.75	\$120.75	\$120.75	\$120.75	\$120.75		
<b>Totals:</b>			\$241.50		\$1,233.50		\$3,217.50		170	
X	= Tax will be calculated on later invoice		<b>Tax:</b>						<b>Total Loads:</b>	
	=Tax calculated at: 7.00% sales tax		<b>Grand Totals:</b>		\$241.50		\$1,233.50		<b>\$3,217.50</b>	
			<b>Daily Rental</b>		<b>Weekly Rental</b>		<b>Monthly Rental</b>		Note: Each load is Calculated at Max Carry lbs. of: 46000	



## Consultant Information

Consultant: Joshua Paramore  
Branch: Orlando  
Mobile: 407-759-2466  
email: [joshuaparamore@ntsafety.com](mailto:joshuaparamore@ntsafety.com)



Special Notes: Rental Quote for DB Civil.

Please, do not hesitate to contact us at any time with questions or concerns.  
**Thank You for choosing Trench Plate Rental Co., an official Efficiency Production, Inc. trench shielding and shoring equipment distributor.**

**DB CIVIL CONSTRUCTION**  
 4475 US 1 SOUTH STE 707  
 SAINT AUGUSTINE, FLORIDA 32086  
 Phone: 386.256.7460  
 Email: ACCOUNTING@DBCIVILCONSTRUCTION.COM

**Purchase Order**

PO #

**2415-35**

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

To:	MWI
Address:	9337 Bachman Rd
City:	Orlando
State:	FL Zip Code: 32824
Attn:	Steve Rylander

Date:	10/28/2025
Ship To DB Civil Job No.:	2415
County	Seminole County
Job site address:	2700 Celery Ave., Sanford, FL
POC: Daniel Madden, SR. (904) 615-7187	Please call (1) hour before delivery

Requisitioned By		When Ship	Ship Via	F.O.B. Point	Terms	
Carolyn Robbins					See last page attached	
Quantity	UM	Part #	Stock No./Description	Unit Price	Total	
1	Month	N/A	4" DOUBLE DIAPHRAGM PUMP- Monthly rental cost	\$1,250.00	\$1,250.00	
1	EA	N/A	Purchase : 4" Suction Camlock	\$278.00	\$278.00	
1	EA	N/A	Purchase: 4" Discharge Camlock	\$140.00	\$140.00	
1	EA	N/A	Purchase 4" Screen	\$35.00	\$35.00	
1	EA	N/A	Env Fee	\$33.00	\$33.00	
2	EA		Delivery and Pick Up	\$200.00	\$400.00	
<b>DB CIVIL CONSTRUCTION</b>			<b>VENDOR:</b>	Subtotal	\$2,136.00	
_____			_____	Tax	\$149.52	
Authorized signature			Authorized signature	Surtax		
				Total	\$2,285.52	



1142 Water Tower Road, Lake Park, FL 33403  
 Phone (561) 848-9112  
 www.maschmeyer.com

Remit to: Lockbox Address:

Maschmeyer Concrete Company of Florida  
 Dept 720091  
 P. O. Box 1335  
 Charlotte, NC 28201-1335

CUSTOMER PHONE

CUSTOMER FAX

912113  
 Lake Monroe Trail Loop - Phase 1 FIN# 444

DB CIVIL CONSTRUCTION  
 4475 US 1 S  
 SUITE 707  
 ST AUGUSTINE FL 32086

DATE 09/09/25 INVOICE NO 1173097  
 CUSTOMER NO DBC003 JOB NO  
 PAGE NUMBER 1 ORDER NO 180

<b>DELIVERY ADDRESS</b>	<b>PURCHASE ORDER NUMBER</b>	A FINANCE CHARGE OF 1-1/2% PER MONTH (18% PER ANNUM) CHARGED ON ALL PAST DUE ACCOUNTS.
113 Santa Fe Ln, Sanford, FL 32771	# 444628-1-58-01	

DATE SHIPPED	QUANTITY	MATERIAL	PLANT	DELIVERED TICKET NUMBER	UNIT PRICE	TAXABLE EXTENSION	NON TAXABLE EXTENSION
09/09	10.00	04-5987 DOT CLNS 250	113	4640897	\$168.00	\$1,680.00	
09/09	1.00	ENVIRO ENVIRONMENTA	113	4640897	\$30.00	\$30.00	
09/09	1.00	FUEL SURCHAR	113	4640897	\$40.00	\$40.00	
09/09	10.00	04-5987 DOT CLNS 250	113	4640965	\$168.00	\$1,680.00	
09/09	1.00	ENVIRO ENVIRONMENTA	113	4640965	\$30.00	\$30.00	
09/09	1.00	FUEL SURCHAR	113	4640965	\$40.00	\$40.00	
09/09	10.00	04-5987 DOT CLNS 250	113	4641045	\$168.00	\$1,680.00	
09/09	1.00	ENVIRO ENVIRONMENTA	113	4641045	\$30.00	\$30.00	
09/09	1.00	FUEL SURCHAR	113	4641045	\$40.00	\$40.00	
Mail all payments to lockbox: Maschmeyer Concrete, Dept 720091 P. O. Box 1335, Charlotte, NC 28201-1335							
		\$175.00/CY					
Cash or Ck Disc.		\$52.50 CAN BE TAKEN IF PAID BY 10/10/25.				PreTax Subtotal:	\$5,250.00
					<b>TOTAL SALES TAX</b>	<b>TOTAL YARDS</b>	<b>INVOICE TOTAL</b>
					\$315.00	30.00	\$5,565.00

\*\*\* 1 CENTS PER MASONRY UNIT IS PAID TO THE CONCRETE MASONRY CHECKOFF BOARD PURSUANT TO \*\*\*  
 \*\*\* THE CONCRETE MASONRY PRODUCTS RESEARCH, EDUCATION, AND PROMOTION ACT OF 2018 \*\*\*

**Weaver Logistics, Inc.**  
 P.O. Box 39  
 Sumterville FL 33585  
 Work: 352-568-8333 Fax: 352-568-8265

**Invoice**

66510

**DB Civil Construction**  
 4475 US 1 South, STE 707  
 St Augustine FL 32086

Wednesday, August 13, 2025  
 Page: 1

Location: DBCC36  
 Order Reference (1): 57 STONE/TON  
 Order Reference (2): MW  
 PO#: 2415-22 LAKE MONROE  
 TRAIL LOOP PH 1/HAUL  
 ONLY

End Date	Ticket#	Loaded At	Unloaded At	Job Description	Quantity	UOM	Rate	Amount
08/05/25	142616807	CEMEX BROOKSVILLE	LAKE MONROE TRAIL LOOP PH 1	57 STONE/TON	22.5200	TON	24.8500/TON	559.62
					22.5200	TON	Invoice Total	559.62

Terms: NET 30

Please review your invoice and report any questions or discrepancies to ar.weaveragg@gmail.com, or call 352-568-8333, with 5 days of receipt.

There is a 1 1/2% service charge per month for unpaid amounts over 60 days past due credit terms. It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorney fees and court costs will be paid for by the above named company or vessel and its owners. If you would like to pay with a credit card there will be a 3.5% convenience fee.

**C&C Concrete Pumping Orlando**

413 Ferguson Dr.  
Orlando, FL 32805  
P: 407-297-0881 F: 407-297-0994

**Invoice**

**DATE: 9/8/2025**  
**NUMBER: 83314**

**TO: DB CIVIL CONSTRUCTION LLC**  
**4475 US-1 South, Suite 707**  
**St. Augustine, FL 32086**

**Job Name:**  
**Job Number:**  
**Building/Lot #:**  
**P.O. :**  
**Job Date: 9/8/2025**  
**Size Requested: TP**  
**Unit Sent: 2030**  
**Volume: 30.00**  
**Job Type: Unspecified Job Type**  
**Term: Due On Receipt**

**Jobsite: 113 Santa Fe In, Sanford, FL 32771**

ITEM DESCRIPTION	QUANTITY	RATE	ITEM TOTAL
Equipment: Hourly Charge - 4 Hour Minimum	4.00	\$110.00	\$440.00
Equipment: Pour Volume Charge	30.00	\$2.50	\$75.00
Equipment: Travel Charge	1.00	\$110.00	\$110.00
Primer	1.00	\$25.00	\$25.00

**PLEASE REMIT PAYMENT TO:**

**12599 NW 107TH AVE**  
**MEDLEY, FL 33178**

**RELEASES : releases@ccconcretepumping.com**  
**PAYMENTS: www.ccconcretepumping.com**

No Disclaimer

<b>Subtotal:</b>	<b>\$650.00</b>
<b>Fuel Surcharge:</b>	<b>10.00% \$65.00</b>
<b>GRAND TOTAL:</b>	<b>\$715.00</b>

413 Ferguson Dr. : Orlando, FL 32805 : P: 407-297-0881 F: 407-297-0994

QC FIELD TECH: 2 HRS @ \$75/HR + 1 SET CONCRETE CYL @ \$210.00 = \$360.00

*PMW*

**TECHNICAL PLAN AND COST ESTIMATE - GEOTECHNICAL SERVICES**

<b>TO:</b> Mr. Steven Kelly D.B. Civil Construction LLC 4475 US-1 South, Suite 707 St. Augustine, FL 32086	<b>RE:</b> Lake Monroe Trail Loop Project I.D. # : 444628-1-58-01 & 444628-2-62-01 Seminole County, FL.  BET Project Number: pending
---	---

ITEM	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
<b>1.0 FIELD SERVICES</b>				
1.1 Earthwork Field Technician	hour	210	\$75.00	\$15,750.00
1.2 Earthwork Field Technician Overtime Rate	hour		\$85.00	\$0.00
1.3 Concrete Field Technician	hour	12	\$75.00	\$900.00
1.4 Concrete Field Technician Overtime Rate	hour		\$85.00	\$0.00
1.5 Concrete Compressive Cylinders	set	6	\$210.00	\$1,260.00
1.6 Concrete Flexural Beams	set	6	\$210.00	\$1,260.00
1.7 Overtime will apply if over 8 hours in one shift				
<b>Subtotal - Field Services</b>				<b>\$19,170.00</b>
<b>2.0 LABORATORY SERVICES</b>				
2.1 Standard Soil Proctor	each	2	\$280.00	\$560.00
2.2 Modified Base Proctor	each	0	\$130.00	\$0.00
2.3 Limerock Bearing Ratio	each	2	\$360.00	\$720.00
<b>Subtotal - Laboratory Services</b>				<b>\$1,280.00</b>
<b>3.0 ENGINEERING AND TECHNICAL SERVICES</b>				
3.1 Principal Geotechnical Engineer	hour	8	\$225.00	\$1,800.00
3.2 Quality Control Plan	each	1	\$2,000.00	\$2,000.00
3.3 Quality Control Manager	hour	25	\$150.00	\$3,750.00
3.4 Clerical Services	hour	10	\$80.00	\$800.00
<b>Subtotal - Engineering and Technical Services</b>				<b>\$8,350.00</b>
<b>TOTAL ESTIMATED FEE:</b>				<b>\$28,800.00</b>

<b>SUBMITTED BY:</b>  Charlie Peterson	<b>APPROVED BY:</b>  _____
Date: 03/19/2025	Date: _____



# DB CIVIL CONSTRUCTION

**PROJECT:** Lake Monroe Trail Loop Phase 1  
**CLIENT:** Seminole County  
**DBCC JOB #:** 2415

**DATE:** 10/29/2025

**AFC No:** 7 |

**DESCRIPTION OF ADDITIONAL WORK OR CHANGES:** Scope Change - RFI 7 Design Change per EOR Response

Add Type C DBI W/J-Bottom inlet structure (4'X8'X5')

Add Curb Inlet (p-2)

Add Curb Inlet (p-1)

Add 434 LF of Curb- Over run this quantity pay item on SOV= \$23,002

*No change to curb QTY*

LABOR						EQUIPMENT				
NAME / CLASS	REG RATE	OT RATE	REG HOURS	OT HOURS	TOTAL	DESCRIPTION	HOURS	RATE	UNIT	TOTAL
Foreman	\$ 41.00	\$ 54.00	72.0		\$ 2,952.00	Link Belt 145	72.00	\$ 61.00	HR	\$ 4,392.00
Driver	\$ 27.50	\$ 41.50	72.0		\$ 1,980.00	Crew truck with tools	72.00	\$ 32.80	HR	\$ 2,361.60
Operator	\$ 27.50	\$ 41.50	72.0		\$ 1,980.00	Supervisor Truck	72.00	\$ 32.80	HR	\$ 2,361.60
Carpenter/Finisher	\$ 29.00	\$ 43.50	72.0		\$ 2,088.00	Skid steer	72.00	\$ 41.00	HR	\$ 2,952.00
Carpenter/Finisher	\$ 29.00	\$ 43.50	72.0		\$ 2,088.00	Crew truck with tools	72.00	\$ 32.80	HR	\$ 2,361.60
Carpenter/Finisher	\$ 29.00	\$ 43.50	72.0		\$ 2,088.00	Loader	72.00	\$ 44.00	HR	\$ 3,168.00
Dewatering Pump Maint	\$ 29.00	\$ 43.50	80.0		\$ 2,320.00					\$ -
					\$ -					\$ -
SUBTOTAL LABOR					\$ 15,496.00	SUBTOTAL EQUIPMENT				\$ 17,596.80
LABOR BURDEN					47.0% \$ 7,283.12	EQUIPMENT MARK-UP				15.0% \$ 2,639.52
LABOR MARK-UP					15.0% \$ 3,416.87	TOTAL EQUIPMENT				\$ 20,236.32
TOTAL LABOR					\$ 26,195.99	TOTAL EQUIPMENT				\$ 20,236.32
MATERIAL						SUBCONTRACTOR				
DESCRIPTION	VENDER	PRICE	QTY	UNIT	TOTAL	COMPANY	PRICE	QTY	UNIT	TOTAL
57 Stone	Weaver Logistics	\$ 24.85	15	TON	\$ 372.75	Formasters	\$ 24,950.00	1	LS	\$ 24,950.00
Dewatering Sand	Weaver Logistics	\$ 43.58	18	TON	\$ 784.44	Bechtol/QC	\$ 360.00	3	EA	\$ 1,080.00
						C&C Concrete Pumping	\$ 715.00	3	LS	\$ 2,145.00
						MWI Dewater Pump	\$ 2,618.73	1	LS	\$ 2,618.73
					\$ -	NTS- Build-A-Box Shoring	\$ 3,067.50	1	LS	\$ 3,067.50
					\$ -	MWI DD Pump	\$ 2,285.52	1	LS	\$ 2,285.52
					\$ -					
					\$ -					
					\$ -					
					\$ -					
					\$ -					
SUBTOTAL MATERIAL					\$ 1,157.19	SUBTOTAL SUBCONTRACTOR				\$ 36,146.75
SALES TAX					\$ 69.43	SUBCONTRACTOR MARK-UP				5.0% \$ 1,807.34
DBCC MARK-UP					15.0% \$ 183.99	TOTAL SUBCONTRACTOR				\$ 37,954.09
TOTAL MATERIAL					\$ 1,410.61	TOTAL SUBCONTRACTOR				\$ 37,954.09
						SUMMARY				
CONTRACTORS REP			DATE			LABOR				\$ 26,195.99
SUBCONTRACTORS REP			DATE			EQUIPMENT				\$ 20,236.32
OWNERS REP			DATE			MATERIAL				\$ 1,410.61
						SUBCONTRACTOR				\$ 37,954.09
						BOND				1.50% \$ 1,286.96
						<b>TOTAL</b>				<b>\$ 87,083.97</b>

# Volusia General Contractors

P.O. Box 1026  
Lake Helen, FL 32744  
Phone: (386) 228-3003  
Fax: (386) 228-0098

## Request for Change Order

To: DB Civil  
4475 US-1 S  
St Augustine, FL 32086  
Project: Lake Monroe trail

---

RFC No:	3		
Date:	10/16/25		
Description:	1 LS Added Type C DBI w/ J-Bottom (4'x 8' x 5')	@ \$13,250	
	1 LS Added Curb Inlet (P-2)	@ \$5,950	
	1 LS Added Curb Inlet (P-1)	@ \$5,750	
	434 LF Concrete Curb (F)	@ \$24.00	= \$10,416

Note: Grates and Frames provide by others.

Total RFC = \$35,366.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

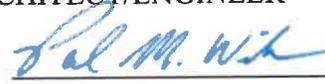
Upon approval the sum of \$35,366.00 will be added to the contract price.

Original Contract	\$152,137.00
Other Approved Change Orders	\$45,200.00
Total Contract to Date	\$197,337.00
This Request	\$35,366.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$197,337.00

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Volusia General Contractors

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DB Civil Construction Company

**SEMINOLE COUNTY  
AUTHORIZED FIELD CHANGE (AFC)**

FIELD ORDER NO:	007
AGREEMENT TITLE:	Drainage Modifications Sante Fe Ln. Turn Lane per RFI 007 Response
CONTRACT NO.:	CC-4508-23
CIP NO.:	02407108
CONTRACTOR:	DB CIVIL CONSTRUCTION LLC
ARCHITECT/ENGINEER:	CIVIL SITE ENGINEERING, INC. CEI CONSULTANT
AGREEMENT DATE:	10/27/2025
CONTRACT DAY:	216 of 289
<p><b>Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR orders minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.</b></p>	
<p>I. Minor Variations Ordered: Per revised response to RFI 007 issued 10/27/25, construct additional ditch bottom inlet integral with trail, additional Type 1 curb inlet, and additional Type C ditch bottom inlet with curb flume, along with associated modification to plan special ditch to accommodate existing field conditions.</p>	
<p>II. Justification: New F curb is to be constructed per plan along Celery Ave. STA 598+78 to STA 603+17 along the right turn lane to Sante Fe Ln. The existing roadway is draining to the west and multiple low spots were identified along the edge of pavement. Per response to RFI 007 by the Engineer of Record, additional drainage inlets are to be constructed to control stormwater runoff.</p>	
<p>III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.</p>	
This AFC ordered by: Includes 1 attachments:  RFI 007 Response 10/27/25 with plan markups	<u>Civil Site Engineering, Inc.</u>  ARCHITECT/ENGINEER By:  Date: 10/27/2025
Receipt of this AFC Acknowledged by:	<u>DB Civil Construction, LLC</u> CONTRACTOR By:  Steven Kelley Date: _____

**REQUEST FOR INFORMATION**

To: Civil/Site Eng & Seminole County      Location: Sanford, FL  
 From: DBCC/Daniel Madden

RFI No. 87      Date: 09/18/25  
 Project Lake Monroe Trail Loop  
 Contract No.: CC-4508-23/GCM FIN# 444628-1-58-01      Bid No. \_\_\_\_\_  
 Area Involved ~~A-8 Material "Muck"~~ F Curb STA 598+83.58 to 603+16.68  
 Drawing No. 57,58

Information Requested:  
 Drainage Concern: The F-Curb between Sta. 598+83.58 to Sta. 603+16.68 is directing surface water flow back towards Sta. 598+83.58. However there is no drainage structure in this area to capture or redirect runoff, resulting in a water accumulation at the Mid-Block location. Please advise how DB Civil should proceed. See the attached plans sheets for field As-built elevations.

Submitted By: Daniel Madden

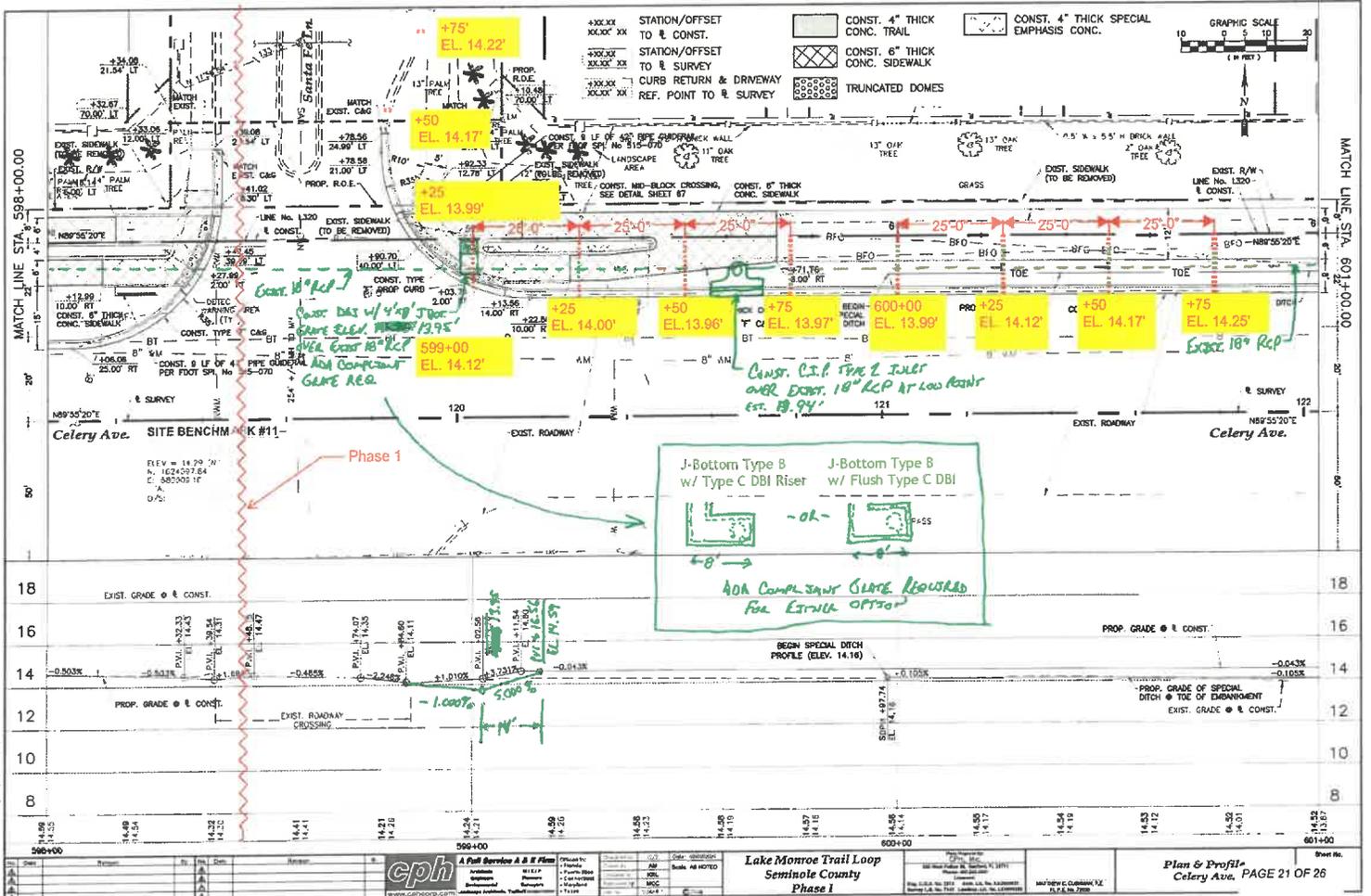
Date Answer Requested By: 09/18/25

Reply:

Revised 10/24/2025  
 Being previously unaware of RFI 002, and its resolution, I recommend that the Contractor clean out and verify the location of the existing 18" pipe which connects to S-108. If exist. 18" pipe is operational, I recommend the following steps to resolve the ponding concern.

- Construct CIP Type C DBI w/ 4'x8' J Bottom over exist. 18" RCP (per attached drawing) adjacent to the tip of the proposed trail Island. Field modify trail grades to drain to proposed DBI location (including from adjacent roadway (minimal drainage area). Preferred use of Type 8 offset DBI top if clearance over exist. 18" RCP is possible. Alt 7 top acceptable if required.
- Construct curb along turn lane to match exist. grade. Adjust drop curb grade between FOC & BOC as necessary to accommodate positive drainage, not to exceed 5%.
- Construct CIP P-2 inlet over exist. 18" RCP at approx. Sta. 599+65
- Move Beginning of Special Ditch to Sta. 601+30 +/-
- From Sta. 599+00 to 601+25, grade directly from Face of Trail to BOC.
- Construct CIP Type C DBI over exist. 18" RCP at approx. Sta. 601+05 with open flume from curb (or exist. low spot of EOP) as discussed during field review on 10/16/2025

Reply By: Matthew C. Cushman, E.O.R  
 Date: 10/24/2028

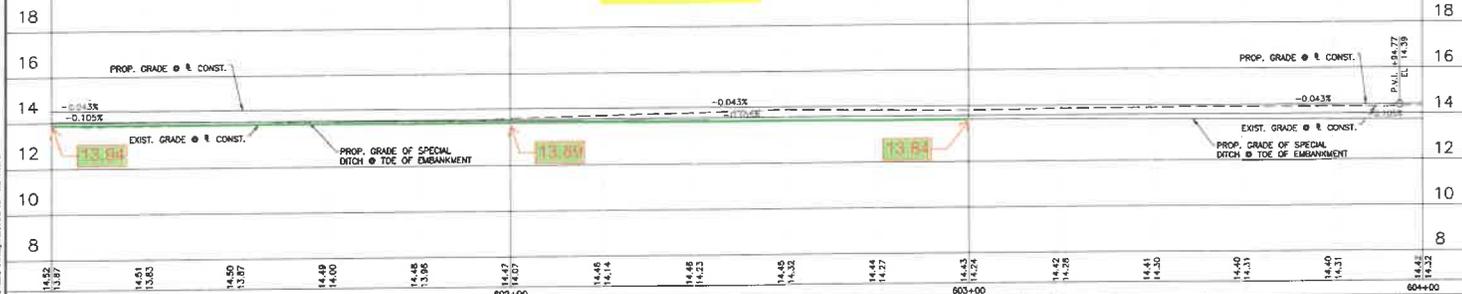
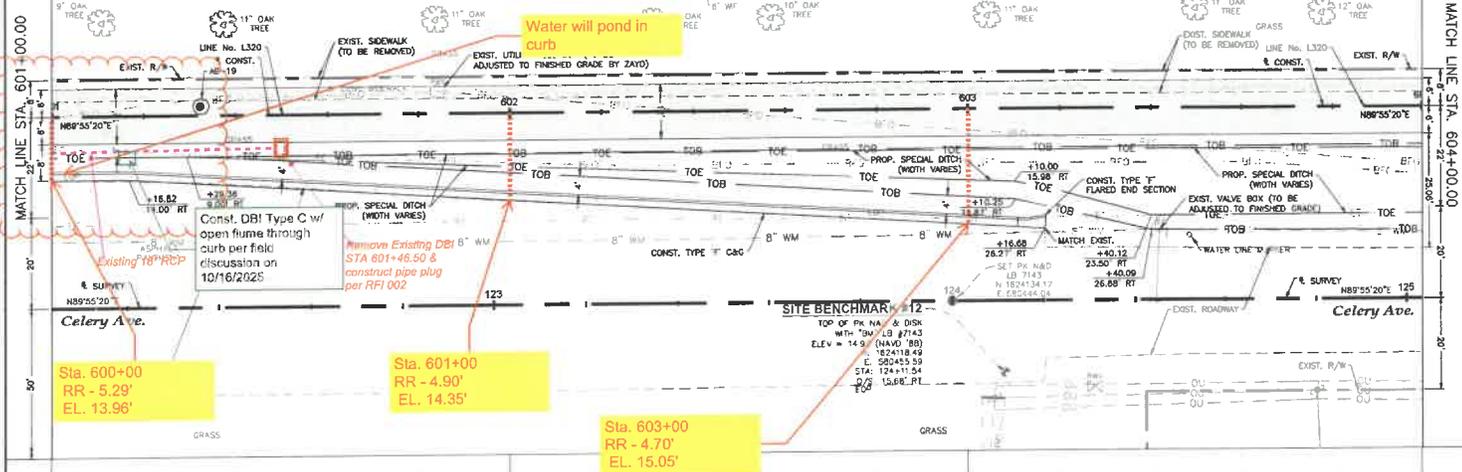
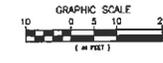


	<b>A Full Service A-E Firm</b> Address: 1111 P... Phone: 407-... Website: www.cphcorp.com	Prepared by: J... Checked by: J... Date: 11/11/2011	<b>Lake Monroe Trail Loop</b> <b>Seminole County</b> <b>Phase 1</b>	<b>Plan &amp; Profile</b> <b>Celery Ave., PAGE 21 OF 26</b>
	Project No: 1111... Drawing No: 1111... Revision: 1	Scale: AS NOTED	Date: 11/11/2011	Drawing No: 1111...

BM - 13.88'  
RR - 5.37'  
IH - 19.25'

STATION/OFFSET  
TO & CONST.

CONST. 4" THICK  
CONC. TRAIL



Station	Elevation	Station	Elevation	Station	Elevation	Station	Elevation
601+00	14.52	601+25	14.51	601+50	14.50	601+75	14.49
601+00	13.87	601+25	13.85	601+50	13.87	601+75	13.95
602+00	14.45	602+25	14.44	602+50	14.45	602+75	14.45
603+00	14.42	603+25	14.42	603+50	14.42	603+75	14.42
604+00	14.42	604+25	14.42	604+50	14.42	604+75	14.42



Lake Monroe Trail Loop  
Seminole County  
Phase 1

CPH, Inc.  
10300 W. US HWY 90  
Suite 200  
Lakeland, FL 34601  
Phone: 888.888.8888  
Fax: 888.888.8888  
www.cphinc.com

Plan & Profile -  
Celery Ave. PAGE 22 OF 26

**CHANGE ORDER 04**

**ITEM 02 CONTRACT QUANTITY ADJUSTMENTS**

**CHANGE ORDER 04 - ENTITLEMENT ANALYSIS**  
**Item 02 - Contract Quantity Adjustments**

**Seminole County**

<b>FPN :</b>	444628-1-58-01	<b>Date Prepared:</b>	11/19/2025
<b>FAIN:</b>	D522-084-B	<b>CEI Consultant:</b>	Civil Site Engineering, Inc.
<b>Contract No.:</b>	CC-4508-23/GCM	<b>Senior Project Engineer:</b>	Paul Wilson, PE
<b>CIP No.:</b>	2407108	<b>Project Administrator:</b>	Greg Shelton
<b>Project:</b>	Lake Monroe Trail Loop PH 1 (LAP)		

**Description of Issue**

Provide adjustment of contract quantities for pay items 1080-21-106 'Utility Fixture, Valve/Meter Box, F&I, 6"' and 635-2-30 'Pull & Splice Box, Install' based on measured quantities for these items of work.

**Entitlement Analysis:**

**Contract Provisions**

18.3.1 Compensation for Altered Quantities: Whenever any change or combination of changes in the Plans, including changes outside the original limits of the Project, results in an increase or decrease in the original contract quantities, and the Work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original contract Unit Prices for the actual quantities of Work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities.

**Origin**

•Pay Item 1080-21-106 Utility Fixture, Valve/Meter Box, Furnish & Install, 6" has an original contract quantity of 14 EA. The final quantity for this item will be 18 EA. A quantity adjustment is necessary for this quantity overrun of +4 EA.

•Pay Item 635-2-30 Pull & Splice Box, Install has an original contract quantity of 10 EA. There are no pull and splice boxes to install on the project as this scope of work was completed by others prior to commencement of the project. The final quantity for this item will be 0 EA. A quantity adjustment is necessary for this quantity underrun of (10) EA.

**Analysis**

Each of these pay items are measured items per the Contract Specifications. A quantity adjustment is necessary to account for the final quantity variance from the original Contract quantity.

See attached pay item quantity adjustment summary. The total extended cost for this change is **(\$14,200.00)**.

**Recommendation**

CEI recommends contract quantities for pay items 1080-21-106 'Utility Fixture, Valve/Meter Box, F&I, 6"' and 635-2-30 'Pull & Splice Box, Install' be modified per the attached summary.

**Time Extension Analysis:**

Additional contract time was not requested by the Contractor due to these changes, nor is additional time warranted as this work can be completed concurrently with other Controlling Items.

**Premium Cost Analysis:**

This change order item consists of Contract increase due to overruns/underuns of contract pay items, which are not associated with re-work. Therefore there is no premium cost; the total premium cost associated with this change is **\$0.00**.



Paul Wilson, PE  
Senior Project Engineer

11/19/2025  
Date

**CHANGE ORDER 04 - PAY ITEM ADJUSTMENT SUMMARY**  
**Item 02 - Contract Quantity Adjustments**

**Seminole County**

**FPN :** 444628-1-58-01

**FAIN:** D522-084-B

**Contract No.:** CC-4508-23/GCM

**CIP No.:** 2407108

**Project:** Lake Monroe Trail Loop PH 1 (LAP)

MODIFY THE FOLLOWING ITEMS

Item No	Description	Unit	Unit Price	Contract Quantity	New Quantity	Adjustment	Amount
635-2-30	Pull & Splice Box, Install	EA	\$1,900.00	10	0	-10	(\$19,000.00)
1080-21-106	Utility Fixture, Valve/Meter Box, Furnish & Install, 6"	EA	\$1,200.00	14	18	4	\$4,800.00
Total Change Order 4 Item 2							(\$14,200.00)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FINAL MEASUREMENTS "MISCELLANEOUS"**

700-050-61  
 CONSTRUCTION  
 5/17

Page No. 1 of 1

FPID No.: 444628-1-58-01

Contract No.: CC-4508-23/GCM

Name: Lake Monroe Trail Loop PH1

Date: 11/04/25

Pay Item No.: 1080-21-106

	<u>sta</u>	<u>total</u>	<u>instaled</u>	
1.	Sta. 504+77	2.0	05/29	
2.	Sta. 502+97	1.0	05/29	
3.	Sta. 501+97	2.0	05/29	(Not shown in plans)
4.	Sta. 514+58	2.0	06/02	
5.	Sta. 513+40	1.0	06/05	
6.	Sta. 523+40	2.0	06/13	(Not shown in plans)
7.	Sta. 522+77	1.0	06/13	(shown in plans as adjustment)
8.	Sta. 520+62	1.0	06/16	
9.	Sta. 516+60	1.0	08/10	
10.	Sta. 518+20	1.0	07/10	(Not shown in plans)
11.	Sta. 557+51	1.0	07/25	Shown as adj. replacement needed
	<u>Total</u>	<u>17.0</u>		

**REMAINING BOXES TO INSTALL AT:**

- STA 511+50 1 EA
- STA 512+18 1 EA
- STA 612+60 1 EA NOT SHOWN IN PLANS
- STA 614+15 1 EA NOT SHOWN IN PLANS

8 EA ADDED NOT QUANTIFIED IN PLANS. 4 EA DELETED THAT WERE QUANTIFIED IN PLANS

TOTAL FINAL QTY WILL BE 18 EA

*PMW*



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0177**

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**Title:**

Approve and authorize the Chairman to execute the First Amendment to Holdover Agreement related to Parcel #150 remainder between Thomas J. Sheipe and Margaret P. Sheipe and Seminole County as part of the Orange Boulevard Improvement Project. District5 - Herr (**Stephen Koontz, Administrative Services Deputy Director**)

**Division:**

Administrative Services-Real Estate

**Authorized By:**

Shane Fischer, Real Estate Division Manager

**Contact/Phone Number:**

Neil Newton/(407)665-5711

**Background:**

This parcel (#150 remainder) located at 4730 Orange Boulevard, in Sanford, Florida, is part of the Orange Boulevard Road Improvement Project. The property will be used for a retention pond. During the time between the acquisition of this property and the need to begin construction, a holdover agreement was put in place to allow for the former owners to remain in the home until such time as they could acquire a replacement home and relocate their personal property. The former owner had planned to have already vacated the property by now, but due to extenuating circumstances and an original delay in closing on the property, the former owner needs additional time before completely vacating the property. The former owner has requested an extension through April 30, 2026. Public Works is amenable for this additional time as it will not cause any scheduling issues for construction and, therefore, has no objections.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the First Amendment to Holdover Agreement related to Parcel #150 remainder between Thomas J. Sheipe and Margaret P. Sheipe and Seminole County.

## HOLDOVER AGREEMENT

**THIS HOLDOVER AGREEMENT** is made and entered into by and between THOMAS J. SHEIPE and MARGARET P. SHEIPE, husband and wife, whose address is 4730 Orange Boulevard, Sanford, Florida 32771, in this Agreement referred to collectively as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

### WITNESSETH:

**WHEREAS**, OWNER owns certain real property located at 4730 Orange Boulevard, Sanford, Florida 32771, more specifically described in Section 2 below (in this Agreement referred to as "the Property") which OWNER desires to sell to COUNTY and COUNTY desires to purchase pursuant to the terms and conditions set forth in the Purchase Agreement; and

**WHEREAS**, as part of the consideration for OWNER agreeing to sell OWNER's property to COUNTY, COUNTY, after the execution and delivery of the Warranty Deed and payment of the purchase price at closing, agrees to allow OWNER to have extended possession and use of the Property for its current use of the Property as OWNER's residence, for a period from the date of the closing in accordance with the Purchase Agreement through and including December 31, 2024; and

**WHEREAS**, this Holdover Agreement is an integral part of the sale and purchase of the Property; and

**WHEREAS**, the parties intend that OWNER's continued occupancy and use of the Property constitute an integral part of the Purchase Agreement between the parties and are therefore excluded from the provisions of Chapter 83, Florida Statutes (2024), as this statute may be amended from time to time.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, OWNER and COUNTY agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and constitute a material part of this Agreement upon which they have relied.

**Section 2. The Property.** The legal description, physical address, and parcel identification number of the Property that is subject to this Holdover Agreement are as follows:

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Holdover Agreement  
Thomas J. Sheipe and Margaret P. Sheipe / Seminole County  
Page 1 of 5



See attached Exhibit "A" for legal description and sketch (the "Property").

Parcel I. D. Number: 16-19-30-5AB-0500-002A

Property Address: 4730 Orange Boulevard, Sanford, Florida 32771

**Section 3. Term.** The term of this Holdover Agreement begins on the date of the closing on COUNTY's purchase of the Property pursuant to the Purchase Agreement between the parties and continues through and including December 31, 2024, unless terminated earlier as provided for in this Agreement.

**Section 4. Use of the Property.** For the duration of the extended possession and use period, OWNER shall not permit any new occupant or use of the Property other than its current use and occupant.

**Section 5. Maintenance of the Property.** OWNER is responsible for the cost of all maintenance and repair of the Property, including:

A. The interior of the building, including but not limited to plumbing, electrical and heating/AC systems, and hot water tank.

B. The exterior of the building, including paint, windows, doors, roofing systems and structural elements.

OWNER shall maintain the Property in compliance with all applicable laws, statutes, and ordinances. Although it is anticipated that the building on the Property will be demolished after possession is surrendered to COUNTY, OWNER shall maintain the Property in a state of repair sufficient for it not to become a nuisance during the term of this Holdover Agreement.

**Section 6. Utilities.** During the extended possession and use period, OWNER is responsible for payment of all utilities used on the Property, including but not limited to, electricity, telephone, water, and garbage and waste removal, and for payment of any utility deposits.

**Section 7. Hold Harmless.** OWNER shall hold harmless, indemnify and defend COUNTY, its elected officials, employees and agents from and against any and all claims, liability, loss or damage as a result of claims, demands, costs or judgments arising from or related to injury or damages of any nature, to persons or property from the use of the Property during the extended possession and use period.

**Section 8. Insurance/Risk of Loss.** During the extended possession and use period, OWNER shall obtain and maintain general liability insurance coverage in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) per occurrence, naming COUNTY as an additional insured. This liability coverage must be primary. During the extended

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Holdover Agreement  
Thomas J. Sheipe and Margaret P. Sheipe / Seminole County  
Page 2 of 5



possession and use period, OWNER shall bear the risk of loss for all personal and real property located on the Property. In the event that the residential structure on the Property, or a major portion of it is damaged or destroyed by fire, lightning, storm or other casualty, or is condemned by local officials, this Holdover Agreement will terminate automatically, the right to extended possession and use of the Property by OWNER will cease, and possession of the Property will be surrendered to COUNTY.

**Section 9. Removal of Contents, Fixtures, and Equipment.** During the extended possession and use period, OWNER may remove, at OWNER's expense, any of the contents, fixtures, and equipment from the Property. Any personal property not removed at the end of that period, will be deemed to have been abandoned by OWNER and may be retained or disposed of by COUNTY.

**Section 10. Cancellation and Termination.** This Holdover Agreement may be cancelled or terminated by OWNER at any time, with or without cause, upon not less than ten (10) days' written notice delivered to COUNTY or, at the option of COUNTY, immediately in the event that any of the terms of this Holdover Agreement are violated. In the event of termination or cancellation or at the expiration of this Holdover Agreement, OWNER shall deliver up and surrender possession of the Property to COUNTY.

**Section 11. Captions.** The captions contained in this Agreement are for convenience only and are not a part of this Holdover Agreement.

**Section 12. Entire Agreement.** This Holdover Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the extended possession and use of the Property are superseded by this Holdover Agreement and are of no force and effect. This Holdover Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

**Section 13. No Assignment.** This Holdover Agreement is not assignable.

**Section 14. Applicable Law and Venue.** This Holdover Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County, Florida.

**Section 15. Partial Invalidity.** In the event that any paragraph or portion of this Holdover Agreement is determined to be unconstitutional, unenforceable, or invalid, such paragraph or portion will be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions will remain in full force and effect.

**Section 16. Construction of Holdover Agreement.** All parties to this Agreement acknowledge that they either have had the benefit of independent counsel with regard to this

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Holdover Agreement  
Thomas J. Sheipe and Margaret P. Sheipe / Seminole County  
Page 3 of 5



Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

Agreement, or had the reasonable opportunity to engage the same, and that this Agreement has been prepared as a result of the joint efforts of both parties. Accordingly, all parties agree that the provisions of this Agreement may not be construed or interpreted for or against any party to this Agreement based upon authorship.

**Section 18. Effective Date.** The Effective Date of this Agreement is the date of last execution by OWNER or COUNTY.

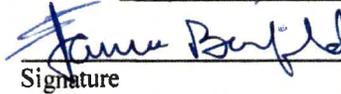
IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

  
Signature

Print Name: Edwin R. Barfield

Address: 3165 McCrory Pl.  
Orlando, FL 32803

  
Signature

Print Name: Jamee Barfield

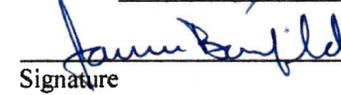
Address: 3165 McCrory Place  
Orlando, FL 32803

ATTEST:

  
Signature

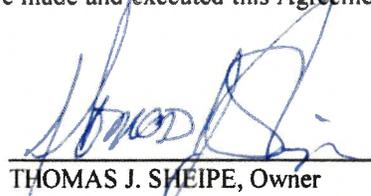
Print Name: Edwin R. Barfield

Address: 3165 McCrory Pl.  
Orlando, FL 32803

  
Signature

Print Name: Jamee Barfield

Address: 3165 McCrory Place  
Orlando, FL 32803

  
THOMAS J. SHEIPE, Owner

7-18-24  
Date

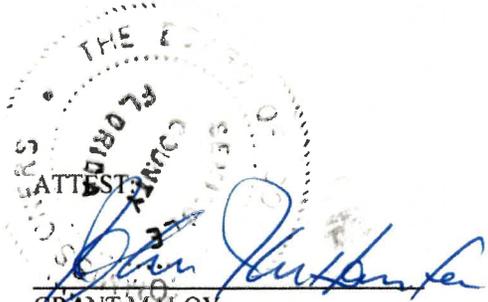
  
MARGARET P. SHEIPE, Owner

7-18-2024  
Date

Holdover Agreement  
Thomas J. Sheipe and Margaret P. Sheipe / Seminole County  
Page 4 of 5



Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd, Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe



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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: [Signature]  
JAY ZEMBOWER, Chairman

Date: AUG 27 2024

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its 8/27,  
2024 regular meeting.

Approved as to form and  
legal sufficiency.

[Signature]  
County Attorney

DGS/sfa  
07/16/2024

Attachment:  
Exhibit "A" - Legal description and sketch  
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Orange Boulevard\Sheipe\Holdover - Sheipe (Parcel 150).docx

Holdover Agreement  
Thomas J. Sheipe and Margaret P. Sheipe / Seminole County  
Page 5 of 5

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida  
[Signature]

Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 09/03/2024 16:51:46 -04:00  
eCertified Id: 5CDF-1CI8-0A6C  
Page 5 of 6

# Exhibit "A"

## PARCEL 150 - REMAINDER PROPERTY LEGAL DESCRIPTION

All that part of Lot 7, East of (Smith) Canal being triangular in shape and that portion of Lot 2, East of (Smith) Canal, Block 5, Sanford Farms, Seminole County, Florida, according to the plat thereof, as recorded in Plat Book 1, Pages 127 and 128, of the Public Records of Seminole County, Florida.

### LESS AND EXCEPT:

A parcel of land lying in Northeast 1/4 of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 2 of Block 5 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 6028, Pages 1854 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 4 of Block 5 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County, Florida, said corner being on the existing Northerly right of way line of Orange Boulevard; thence run South 76°40'37" East, 676.96 feet along said existing Northerly right of way line and the South boundary of said Block 5 of SANFORD FARMS to the Southwest corner of the lands described and recorded in Official Records Book 6028, Page 1854 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence North 00°47'08" East, 18.25 feet along the West boundary of said lands to a point; thence North 76°42'50" East, 350.59 feet to a point on the East boundary of Lot 2 of said Block 5 and said lands; thence South 00°22'07" East, 17.93 feet along said East boundaries to the Southeast corner of said lands and Lot 2, said corner also being on the aforesaid existing Northerly right of way line of Orange Boulevard; thence South 76°40'37" West, 351.02 feet along said existing right of way line and the South boundary of said lands and Lot 2, returning to said POINT OF BEGINNING.



Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd., Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

**FIRST AMENDMENT TO HOLDOVER AGREEMENT  
BETWEEN SEMINOLE COUNTY AND THOMAS J. SHEIPE AND MARGARET P.  
SHEIPE**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Holdover Agreement made and entered into on the 27th day of August, 2024, between **THOMAS J. SHEIPE and MARGARET P. SHEIPE**, whose address is 4730 Orange Boulevard, Sanford, Florida 32771, in this Amendment referred to as “OWNER,” and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY.”

**WITNESSETH:**

**WHEREAS**, OWNER and COUNTY entered into the above referenced Holdover Agreement dated August 27, 2024 which allowed OWNER continued possession and use of the real property located at 4730 Orange Boulevard, Sanford, FL 32771 (the “Property”) for a term commencing upon the closing of the sale of the Property to the COUNTY and ending on December 31, 2024;

**WHEREAS**, the closing of the sale of the Property was delayed until March 27, 2025, beyond the original term of the Holdover Agreement;

**WHEREAS**, the parties now desire to amend the Holdover Agreement to extend the term of OWNER’s continued possession and use of the Property through April 30, 2026, to allow Owner additional time to clear the property of personal belongings;

**WHEREAS**, Section 12 of the Holdover Agreement provides that any amendments must be in writing and executed by both parties,

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

1. Section 3 of the Holdover Agreement is deleted and replaced with the following:

**Section 3. Term.** The term of this Holdover Agreement shall commence on the date of closing of the sale of the Property to the COUNTY and shall continue through and including April 30, 2026, unless terminated earlier as provided herein.

2. Except as modified by this First Amendment, all other terms, conditions, and provisions of the Holdover Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

WITNESSES:

Signature

Print Name: Edwin R. Bayfield  
Address: 3165 MacCroskey Place  
Orlando, FL 32803

Signature

Print Name: NEIL NEWTON  
Address: 1101 E. 1<sup>ST</sup> STREET  
SANFORD, FL 32771

PROPERTY OWNER:

THOMAS J. SHEIPE

Address: 295 McBrecker PD  
DELAND, FL

Date

2-5-26

[Balance of page left intentionally blank; signatures continue on following page]

Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd., Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

  
\_\_\_\_\_  
Signature

Print Name: Edwin R. Barfield  
Address: 3165 McGrovy Place  
Orlando, FL 32803

  
\_\_\_\_\_  
Signature

Print Name: NEIL NEWTON  
Address: 1101 E. 1ST STREET  
SANFORD, FL. 32771

PROPERTY OWNER:

Margaret Sheipe  
\_\_\_\_\_  
MARGARET P. SHEIPE  
Address: 299 McGregor Rd  
DeLand, FL 32736  
2-9-26  
\_\_\_\_\_  
Date

[Balance of page left intentionally blank; signatures continue on following page]



Road Project: Orange Blvd. Improvement Project - Parcel 150  
Parcel Address: 4730 Orange Blvd., Sanford, FL 32771  
Owner Name: Thomas J. Sheipe and Margaret P. Sheipe

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

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

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

CP/coh  
1/23/26

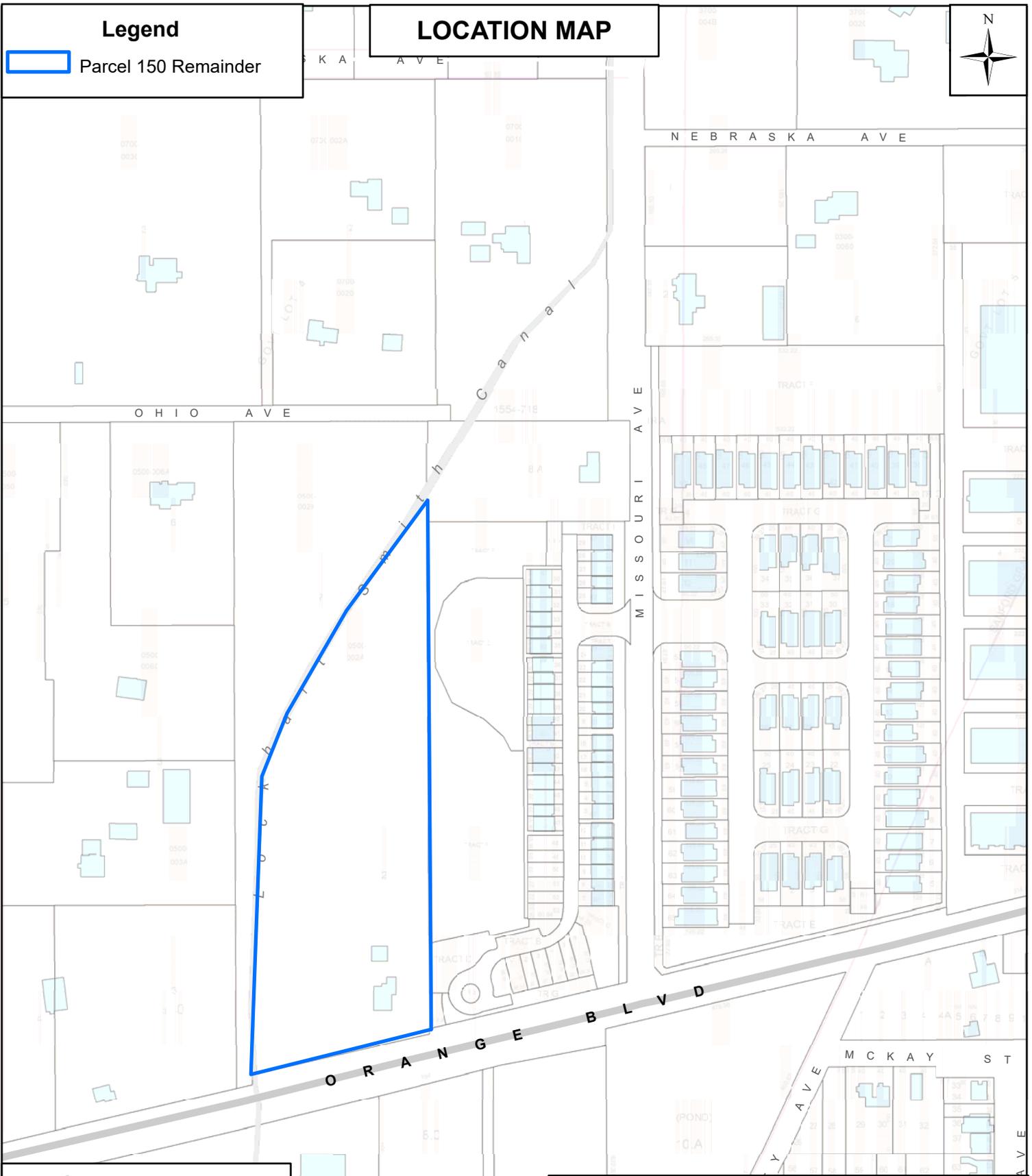
T:\Users\Legal Secretary CSB\Public Works\Agreements\2025\First Amendment to Holdover Agreement - 4730 Orange Blvd. 4-22-25.docx



### Legend

 Parcel 150 Remainder

### LOCATION MAP



**Midway Drainage Improvement Project  
Parcel 150 Remainder  
Thomas J. and Margaret P. Sheipe  
16-19-30-5AB-0500-002A**

0 125 250 500

1 inch = 244 feet



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0158**

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**Title:**

Approve and authorize the Chairman to execute a Resolution adopting the Florida Department of Health in Seminole County (FDOH-Seminole) Fee Schedule update to the Administrative Code. Countywide (**Allison Thall, Community Services Director**)

**Division:**

Community Services - Community Health

**Authorized By:**

Allison Thall, Community Services Director

**Contact/Phone Number:**

Kelly Welch/(407)665-2391

**Background:**

Pursuant to Chapter 154, Florida Statutes, the intent of the Legislature is to promote, protect, maintain, and improve the health and safety of all citizens and visitors of the State of Florida through a system of coordinated county health department services. Annually, the FDOH-Seminole reviews existing fee schedules to ensure appropriate fees are charged for FDOH-Seminole services.

The FDOH-Seminole proposes to repeal and replace the current Fee Schedule Resolution in the County Administrative Code.

1. The requested additions are:
  - a. Quick Care Visit (No Eligibility) \$50
  - b. M. Genitalium (Testing Only) \$38
  - c. Screenings for Private Schools \$15
  - d. Telehealth Consultations (No Eligibility) \$45
  - e. PPD Skin Test \$25
  - f. PPD Follow-Up with Results \$20
2. The requested change in price for existing services:
  - a. Syphilis Treatment increased to \$55

3. Formatting changes

- a. Updated numbering for document consistency
- b. Moved services to appropriate categories for clarity

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution adopting the Florida Department of Health in Seminole County (FDOH-Seminole) Fee Schedule update to the Administrative Code.

RESOLUTION NO. 2026-R-\_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

**RESOLUTION**

of the

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

**AMENDING SECTION 20.26 (HEALTH DEPARTMENT) OF THE SEMINOLE COUNTY ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

**WHEREAS**, pursuant to Section 154.06, Florida Statutes (2024), as this statute may be amended from time to time, Seminole County was given authority to establish and amend, as needed, a schedule of fees for services by the County Health Department; and

**WHEREAS**, the County Health Department is requesting modification of the fees charged in certain primary care, community public health, and environmental services provided; and

**WHEREAS**, the fees established in the fee schedule represent the maximum charge for each service but may be adjusted on a sliding scale based upon the income of the recipient of the services, pursuant to State of Florida guidelines.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida that:

**Section 1. Incorporation of Recitals.** The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Resolution.

**Section 2.** Section 20.26 of the Seminole County Administrative Code is amended as identified in the attached revised Fee Resolution. Said amendment is attached to this Resolution and incorporated as Exhibit A.

**Section 3.** This Resolution will become effective upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

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

Attachment:  
Exhibit A – Section 20.26

Authority: Section 154.06, Florida Statutes

RM/kw  
2/5/26



## SECTION 20. FEE RESOLUTIONS

### 20.26 HEALTH DEPARTMENT

**A. PURPOSE.** To establish public health service fees in order to expand existing public health services to the community at large.

**B. PRIMARY CARE SERVICES.**

(1) All Primary Care services will be charged on a fee-for-service rate based on local-cost-comparison of similar services and will not be less than current Medicaid rate nor more than Medicare rate if the service is covered by either payer. The fee will be derived by considering the type of visit, the client sliding fee scale, if applicable, based on Federal OMB guidelines and the current State Medicaid Rate. Proof of active Medicaid coverage will be accepted as full payment in lieu of charges for any service that is covered under the Medicaid program.

(2) School Physicals - \$30.00 per child (includes completion of School Health Entry Form). Replacement Forms - \$10.00 each.

(3) Sports Physicals - \$60 (includes EKG and completion of client sports physical form).

(4) Dental Clinic - Dental services are offered for children ages five (5) through twenty (20) years. Limited dental services are available for adults twenty-one (21) years and over. Children and adults who do not have valid Medicaid will be charged 160% of the Medicaid fee for dental services, with an option of applying for eligibility for sliding scale fees.

Procedure	160%-of the Child Medicaid Fee for Service
(a) Comprehensive Exam	\$38.00
(b) Limited Exam	\$19.00
(c) PA x-ray	\$10.00
(d) 2 Bitewing x-rays	\$21.00
(e) 4 Bitewing x-rays	\$26.00
(f) Panoramic x-ray	\$71.00
(g) Full Mouth Debridement (basic cleaning)	\$124.00
(h) Prophylaxis (polishing)	\$43.00
(i) Fluoride Varnish	\$26.00



(j)	Resin, Anterior (1 surface) filling	\$81.00
(k)	Resin, Anterior (2 surface) filling	\$93.00
(l)	Resin, Anterior (3 surface) filling	\$105.00
(m)	Resin, Posterior (1 surface) filling	\$74.00
(n)	Resin, Posterior (2 surface) filling	\$98.00
(o)	Resin, Posterior (3 surface) filling	\$121.00
(p)	Oral Hygiene Instruction	\$14.00
(q)	Pulp Cap Direct	\$31.00
(r)	Pulp Cap Indirect	\$26.00
(s)	Sedative Filling	\$43.00
(t)	Extraction (Simple) / includes supply costs	\$100.00
(u)	Sealants (per tooth)	\$31.00
(v)	Pulpotomy	\$119.00
(5)	Pregnancy Test (urine or serum) - Nurse Consultation	\$50.00
	* The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines.	
	Pregnancy Statement Replacement	\$15.00
(6)	Pregnancy Test – under Age 19	No Charge
(7)	Thin-Prep PAP laboratory test	\$35.00
(8)	Family Planning Initial or Annual Exam	\$100.00
(9)	Family Planning Counseling and Supply Visit	\$50.00
(10)	Adult Physical / Men’s Health Physical – College/Employment (Exclusions Apply)	\$50.00
(11)	Adult Health Screening Labs	\$35.00

**C. COMMUNITY PUBLIC HEALTH SERVICES**

(1)	<u>Screenings for private Schools (per Student)</u>	<u>\$15.00</u>
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(2) Tuberculosis

- (a) PPD Skin Test \$25.00
- (b) PPD Follow up with Results \$20.00
- (c) Chest x-ray \$50.00
- (d) Quantiferon Gold TB Test \$60.00

(3) Telehealth Consultations (No Eligibility) \$45.00

(4) Quick Care Visit (No Eligibility) \$50.00

~~(1)~~ Chest x-ray \$50.00

~~(2)~~ Quantiferon Gold TB Test \$60.00

~~(5)~~(3) Hepatitis Panel Testing \$25.00  
(If not funded by Hepatitis Program)

~~(6)~~(4) Sexually Transmitted Diseases

- (a) Exam and Testing - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges. Patients referred by the Disease Intervention Specialist for initial testing may be charged. \$110.00
- (b) STD screening tests including: Syphilis, HIV, Chlamydia and Gonorrhea for asymptomatic clients. \$55.00
- (c) STD exam only \$55.00
- (d) Cryo Wart Removal (No Eligibility)
  - One (1) Wart \$55.00
  - Two (2) to Five (5) Warts \$90.00
  - Six (6) to Ten (10) Warts \$125.00
  - Eleven (11) or more Warts \$180.00
- (e) Testing for HIV I Antibodies  
Routine Serum or Rapid \$20.00
- (f) Herpes (HSV 1 or 2) Serum – No Eligibility \$35.00
- (g) Herpes Culture and Typing – No Eligibility \$26.00
- (h) Anal Pap \$47.00



(i)	Herpes (HSV-1 and HSV-2) (No Eligibility)	\$53.00
(j)	Aptima Trich (No Eligibility)	\$38.00
(k)	Treatment Only Visit	\$23.00
(l)	Syphilis Treatment	\$55.00
(m)	M. Genitalium (Testing Only)	\$38.00

\* Services provided regardless of ability to pay.

(7) HIV Post Exposure Prophylaxis/Non-Occupational Post Exposure Prophylaxis

Exam and Testing – The fee will be derived by considering the client sliding fee group, which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges.

(a)	Provider exam and consult; STD screening test and lab processing fee for the following: syphilis, HIV, hepatitis panel, CMP, chlamydia and gonorrhea (site of exposure)	\$110.00
(b)	Pregnancy Test	\$10.00

(8) Immunization services for children and adults including international travel consults and vaccinations, recommended adult immunizations, form completions and replacements:

Adults

(a)	Prevailing vaccine cost rounded up to the nearest dollar	
(b)	Vaccine administrative fee:	\$25.00
(c)	College Entry Immunization Forms Administrative Form Processing Fee	\$24.00

Children

(a)	(i)	Vaccine at no cost Vaccine and Form processing administrative fee (except Medicaid)	\$25.00
	(ii)	Replacement Form	



(except Medicaid) \$10.00

(iii) Recommended vaccines for children 2 months through 18 years eligible for Vaccines for Children Program (VFC) No Charge

(iv) Required vaccines for school/daycare entry through 18 years No Charge

Travel

(a) Travel vaccines at 125% cost to CHD

(b) Travel Consult Fee (a minimum of thirty (30) minutes of consult time and printed travel information regarding disease prevention) (fee waived per additional family member) \$60.00

(c) Administrative form replacement for Yellow Fever Certificate \$10.00

(d) Malaria prevention prescription fee \$25.00

(e) Vaccine administrative fee \$24.00

Special Events

(a) Special immunization clinics for populations at risk for complications of infection from vaccine preventable diseases, including flu, pneumonia and others as indicated through surveillance and reporting. No Charge for Vaccine & Services

(9) Laboratory Services: Prevailing lab cost and specimen collection fee.

Specimen Collection Fee: \$20.00

(10) Community Health and Wellness Program Activity (The fee shall cover the cost of community health and wellness program activities and/or program fees, not to exceed \$50.00 above actual cost per unit for production and delivery of materials and services. Fees are based on the scope and duration of activity.) \$50.00



- (11) American Heart Association – CPR/AED Basic Life Support Courses for Healthcare Professionals: a 4-hour course that covers Adult, Child, and Infant one-rescuer CPR AED, as well as focused emphasis on team work with the Adult, Child, and Infant two-person rescue. Topics also include Rescue Breathing and Foreign Body Airway Obstruction. \$30.00
- (12) Adult Health Screenings – includes: registration, lab, and blood pressure check, return appointment for consultation of lab results and referrals (PCP/ Clinics/Smoking Cessation/AA/Mental Health/IMMS/ Dental and Medicaid and other financial assistance) (Does not include physical exam by licensed provider) \$38.00

**D. VITAL STATISTICS:**

- (1) Birth Certificates:
  - County Fee \$10.00
  - State Fee pursuant to Section 382.025, FS (Surcharge for Certificates Issued by Local Registrars) \$ 3.50
  - State Surcharge, Child Welfare Training Trust Fund \$ 1.50
  - Total Fee for Birth Certificates \$15.00
- (2) Additional Copies \$8.00
- (3) Protective covers \$3.00
- (4) Death Certificates - Certified Copy \$10.00
- (5) Additional Copies \$5.00
- (6) Fee to Expedite \$10.00
- (7) Notary Services \$10.00

**E. MEDICAL RECORDS:**

Copying of Medical Record (per page) No charge

**F. PUBLIC RECORDS:**

Copying of Public Record (per page) No charge

**G. ENVIRONMENTAL HEALTH SERVICES:** The following Environmental Health fees are hereby adopted as authorized by State of Florida Administrative Code or Policy, unless otherwise indicated.

(1)	Water	
(a)	Health Department Laboratory analysis per sample	\$20.00
(b)	Chemical sampling per site visit	
	State Fee	\$60.00
	County Fee	<u>\$20.00</u>
	Total	\$80.00
(c)	Chemical sampling per site visit for Delineated areas	
	State Fee	\$50.00
	County Fee	<u>\$20.00</u>
	Total	\$70.00
(d)	Combined chemical/microbiological Sample visit	
	State Fee	\$70.00
	County Fee	<u>\$10.00</u>
	Total	\$80.00
(e)	Limited use public water system annual operating permit	
	State Fee (Initial)	\$ 90.00
	County Fee	<u>\$ 30.00</u>
	Total	\$120.00
	State Fee (Renewal)	\$ 90.00
	County Fee	<u>\$ 30.00</u>
	Total	\$120.00
(f)	Private potable well and private irrigation well permit	
	State Fee	\$ 0.00
	County Fee	<u>\$135.00</u>
	Total Fee	\$135.00
(g)	Private potable well and private irrigation well abandonment permit	
	State Fee	\$ 0.00
	County Fee	<u>\$45.00</u>
	Total Fee	\$45.00



# SEMINOLE COUNTY ADMINISTRATIVE CODE

(h)	Irrigation well (non-potable)	
	State Fee	\$ 0.00
	County Fee	<u>\$80.00</u>
	Total Fee	\$80.00
(i)	Modification / Repair	
	State Fee	\$ 0.00
	County Fee	<u>\$50.00</u>
	Total Fee	\$50.00
(j)	Private potable well and private irrigation well variances	
	State Fee	\$100.00
	County Fee	<u>\$ 50.00</u>
	Total Fee	\$150.00
(k)	Monitoring Wells	
	State Fee	\$ 0.00
	County Fee	<u>\$45.00 / per well</u>
	Total Fee	\$45.00 / per well (up to 10 sites)
(l)	Limited-use Commercial Well	
	State Fee	\$ 0.00
	County Fee	<u>\$200.00</u>
	Total Fee	\$200.00
(m)	Public Water Supply	
	State Fee	\$ 0.00
	County Fee	<u>\$250.00</u>
	Total Fee	\$250.00
(2)	Swimming Pools and Bathing Places	
(a)	Annual operating permit - up to and including 25,000 gallons	\$125.00
	State Fee	\$ 0.00
	County Fee	<u>\$ 50.00</u>
	Total	\$175.00
(b)	Annual operating permit - more than 25,000 gallons	\$250.00
	State Fee	\$ 0.00
	County Fee	<u>\$100.00</u>
	Total	\$350.00
(c)	Late fee - (on permits paid after June 30)	
	County Fee	\$50.00



(d)	Re-inspection Fee per each re-inspection County Fee	\$50.00
(e)	Exempted Condo Pools State Fee County Fee Total	\$50.00 <u>\$25.00</u> \$75.00
(3)	Septic Tanks (Onsite Sewage Treatment and Disposal Systems) (OSTDS)	
(a)	New septic tank State fee pursuant to Chapter 62-6, F.A.C. County Fee Total fee for standard or filled septic tank	\$350.00 <u>\$ 75.00</u> \$425.00
(b)	Septic Tank Modification(s) State fees pursuant to Chapter 62-6, F.A.C. County Fee Total fee for Septic Tank Modification(s)	\$330.00 <u>\$ 70.00</u> \$400.00
(c)	Septic tank repair permit State fee pursuant to Chapter 62-6, F.A.C County Application Fee Total fee for septic tank repair permit	\$300.00 <u>\$ 50.00</u> \$350.00
(d)	Re-inspection fee per each non- compliance re-inspection State Fee pursuant to Chapter 62-6, F.A.C. County Fee Total	\$ 50.00 <u>\$ 50.00</u> \$100.00
(e)	Septic System Abandonment Permit State Fee County Fee Total	\$ 50.00 <u>\$ 75.00</u> \$125.00
(f)	Variance Application for a Single Family Residence per each lot or building site State Fee County Fee Total	\$200.00 <u>\$100.00</u> \$300.00
(g)	Variance Application for a Multi-family or Commercial building per each building site State Fee County Fee Total	\$300.00 <u>\$100.00</u> \$400.00



(h)	Onsite Sewage Consultation Fees and Field Work Requests Not Related to Formal Permitting	
(i)	Plan Review	
	State Fee	\$ 0.00
	County Fee	\$90.00
(ii)	Soil Profile Fee	
	State Fee	\$ 0.00
	County Fee	\$125.00
(i)	Late Fees for Delinquent Onsite Sewage Operating Permits	
	County Fee	\$75.00
(j)	Permit amendment	
	State Fee	\$ 90.00
	County Fee	<u>\$ 45.00</u>
	Total	\$135.00
(k)	Voluntary timed inspection	
	State Fee	\$ 0.00
	County Fee	<u>\$100.00</u>
	Total	\$100.00
(l)	Site Re-Evaluation Fee	
	State Fee	\$ 75.00
	County Fee	<u>\$ 25.00</u>
	Total	\$100.00
(m)	Aerobic Treatment Unit Maintenance Annual Permit	
	State Fee	\$25.00
	County Fee	<u>\$50.00</u>
	Total	\$75.00
(n)	Aerobic Treatment Unit Operation Permit (every 2 years)	
	State Fee	\$100.00
	County Fee	<u>\$ 50.00</u>
	Total	\$150.00
(o)	Biennial Operating Performance Permits for Performance Based Systems	
	State Fee	\$100.00
	County Fee	<u>\$100.00</u>
	Total	\$200.00



(p)	Annual Operating Permit Industrial/Manufacturing or Commercial Sewage Waste	
	State Fee	\$150.00
	County Fee	<u>\$ 75.00</u>
	Total	\$225.00
(q)	Existing System Evaluations	
(i)	Inspected within last three (3) years	
	State Fee	\$ 50.00
	County Fee	<u>\$ 50.00</u>
	Total	\$100.00
(ii)	Not inspected within last three (3) years	
	State Fee	\$ 85.00
	County Fee	<u>\$ 50.00</u>
	Total	\$135.00
(r)	Springs Protection Act Priority Focus Area Additional review, permitting, and inspections required for nitrogen reducing systems.	
	State Fee	\$ 0.00
	County Fee	<u>\$50.00</u>
	Total	\$50.00
(4)	Food Service	
(a)	Late renewal of Annual Certificates	
	State Fee	\$25.00
	County Fee	<u>\$20.00</u>
	Total	\$45.00
(b)	Alcoholic Beverage Establishment Inspection	
	State Fee	\$190.00
	County Fee	<u>\$ 20.00</u>
	Total	\$210.00
(c)	Reinspection Fee (1 <sup>st</sup> )	
	State Fee	\$75.00
	County Fee	<u>\$ 0.00</u>
	Total	\$75.00
(d)	Annual Permit – Adult Living Facilities	
	State Fee	\$135.00
	County Fee	<u>\$ 65.00</u>
	Total	\$200.00



(e)	Annual Permit – Schools	
	State Fee	\$200.00
	County Fee	<u>\$100.00</u>
	Total	\$300.00
(f)	Annual Permit – Civic Organizations	
	State Fee	\$190.00
	County Fee	<u>\$100.00</u>
	Total	\$290.00
(g)	Annual Permit – Detention Centers & Jails	
	State Fee	\$250.00
	County Fee	<u>\$ 50.00</u>
	Total	\$300.00
(h)	Food Service Plan Review	
	State Fee/hour (1 hour minimum)	\$40.00
	County Fee	<u>\$50.00</u>
	Total/hour (1 hour minimum)	\$90.00
(i)	Limited Food Service Operation	
	State Fee	\$110.00
	County Fee	<u>\$ 50.00</u>
	Total	\$160.00
(j)	Vending Machine	
	State Fee	\$ 85.00
	County Fee	<u>\$ 25.00</u>
	Total	\$110.00
(k)	Temporary Food Service Event Sponsor	
	State Fee	\$100.00
	County Fee	<u>\$ 50.00</u>
	Total	\$150.00
(l)	Temporary Food Service Event – Vendor/Booth	
	State Fee	\$ 50.00
	County Fee	<u>\$ 50.00</u>
	Total	\$100.00



(5) Other Services

(a) Tanning Facilities

Annual Permit State Fee	\$150.00
County Fee	<u>\$ 0.00</u>
Total	\$150.00

Fee for each additional device

State Fee	\$55.00
County Fee	<u>\$ 0.00</u>
Total	\$55.00

Re-inspection fee per each re-inspection

State Fee	\$ 0.00
County Fee	<u>\$75.00</u>
Total	\$75.00

Plan Review (new permits only)

State Fee	\$ 0.00
County Fee	<u>\$65.00</u>
Total	\$65.00

(b) Body Piercing

Annual Permit

State Fee	\$150.00
County Fee	<u>\$ 0.00</u>
Total	\$150.00

Temporary Establishment

State Fee	\$75.00
County Fee	<u>\$ 0.00</u>
Total	\$75.00

Re-Inspection fee per required re-inspection

State Fee	\$ 0.00
County Fee	<u>\$75.00</u>
Total	\$75.00

Plan Review (new permits only)

State Fee	\$ 0.00
County Fee	<u>\$65.00</u>
Total	\$65.00

(c) Tattoo Establishments and Tattoo Artists

(i) Tattoo Establishment License

State Fee	\$200.00
County Fee	<u>\$ 50.00</u>
Total	\$250.00



(ii)	Tattoo Artist License	
	State Fee	\$ 60.00
	County Fee	<u>\$ 50.00</u>
	Total	\$110.00
(iii)	Reactivation Fee	
	State Fee	\$ 0.00
	County Fee	<u>\$75.00</u>
	Total	\$75.00
(iv)	Guest Tattoo Artist Registration (Appearing at fairs, festivals or other limited time events):	
	State Fee	\$35.00
	County Fee	<u>\$50.00</u>
	Total	\$85.00
(v)	Reinspection Fee	
	State Fee	\$ 0.00
	County Fee	<u>\$75.00</u>
	Total	\$75.00
(d)	Group Care Homes and Facilities	
(i)	Residential Group Home(s) Voluntary request for inspection -	
	State Fee	\$ 0.00
	County Fee	<u>\$100.00</u>
	Total	\$100.00
(ii)	Adult Living Facilities General sanitation inspection as required by Agency for Health Care Administration -	
	State Fee	\$ 0.00
	County Fee	<u>\$100.00</u>
	Total	\$100.00
(iii)	Day Care Centers Annual general sanitation inspections -	
	State Fee	\$ 0.00
	County Fee	<u>\$100.00</u>
	Total	\$100.00
(iv)	Reinspection Fee	
	State Fee	\$ 0.00
	County Fee	<u>\$75.00</u>
	Total	\$75.00



(e)	Schools: Semi-annual environmental health inspection of school facilities (Annual Fee)	
	State Fee	\$ 0.00
	County Fee	<u>\$100.00</u>
	Total	\$100.00
(f)	Housing and Public Buildings	
	Adult Entertainment Light meter reading	
	State Fee	\$ 0.00
	County Fee	<u>\$50.00</u>
	Total	\$50.00
(g)	Indoor Air Inspection	
	State Fee	\$ 0.00
	County Fee	<u>\$60.00</u>
	Total	\$60.00
(h)	Any inspection mandated by State not set forth in paragraph (5)	
	State Fee	\$ 0.00
	County Fee	<u>\$50.00</u>
	Total	\$50.00
(i)	Biomedical Waste Permits	
	State Fee	\$ 85.00
	County Fee	<u>\$ 50.00</u>
	Total	\$135.00
	Plan Review (new permits only)	
	State Fee	\$ 0.00
	County Fee	<u>\$65.00</u>
	Total	\$65.00
(j)	Mobile Home Parks	
(i)	State Fee (up to 25 spaces)	\$100.00
	County Fee (up to 25 spaces)	<u>\$ 50.00</u>
	Total	\$150.00
(ii)	State Fee (26-149 spaces)	\$ 4.00 per space
	County Fee (26-149 spaces)	\$100.00 per park
(iii)	State Fee (150 spaces and over)	\$600.00
	County Fee (150 spaces and over)	<u>\$100.00</u>
	Total	\$700.00
(iv)	Reinspection Fee	
	State Fee	\$ 0.00
	County Fee	<u>\$75.00</u>
	Total	\$75.00



(v)	Plan Review (new permits only)	
	State Fee	\$ 0.00
	County Fee	<u>\$65.00</u>
	Total	\$65.00

(k)	Migrant Labor Camp Inspection	
	State Fee	\$150.00
	County Fee	<u>\$ 0.00</u>
	Total	\$150.00

**H. ACADEMIC INTERNSHIP.**

Fee for fingerprinting and Level 2 Background Screening, per person (Required in accordance with Section 435.04, Florida Statutes)	\$37.25
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**I. AUTHORITY.**

- Resolution 2004-R-23 adopted February 10, 2004
- Resolution 2006-R-130 adopted June 13, 2006
- Resolution 2006-R-213 adopted September 26, 2006
- Resolution 2007-R-170 adopted September 25, 2007
- Resolution 2008-R-219 adopted September 23, 2008
- Resolution 2009-R-191 adopted October 13, 2009
- Resolution 2010-R-196 adopted September 28, 2010
- Resolution 2011-R-1 adopted January 11, 2011
- Resolution 2011-R-187 adopted October 11, 2011
- Resolution 2012-R-164 adopted September 11, 2012
- Resolution 2013-R-221 adopted September 24, 2013
- Resolution 2014-R-39 adopted February 11, 2014
- Resolution 2014-R-76 adopted April 8, 2014
- Resolution 2014-R-160 adopted August 26, 2014
- Resolution 2015-R-39 adopted February 24, 2015
- Resolution 2015-R-157 adopted September 22, 2015
- Resolution 2016-R-136 adopted September 13, 2016
- Resolution 2017-R-153 adopted September 26, 2017
- Resolution 2018-R-123 adopted September 25, 2018
- Resolution 2020-R-04 adopted January 14, 2020
- Resolution 2020-R-143 adopted December 8, 2020
- Resolution 2022-R-13 adopted January 25, 2022
- Resolution 2023-R-2 adopted January 10, 2023
- Resolution 2023-R-20 adopted February 28, 2023
- Resolution 2023-R-124 adopted November 14, 2023
- Resolution 2025-R-71 adopted August 26, 2025
- Resolution 2026-R-            adopted



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

**File Number: 2026-0155**

**Title:**

Approve and authorize the Chairman to execute a Special Event Permit for Sham Rock N Run 5k Charity Run on Saturday, March 14, 2026, located at 2021 W. SR 426; subject to Staff's recommendations included in the attached Special Event Permit. District1 - Dallari (**Mike Rhodes, Interim Development Services Director**)

**Division:**

Development Services

**Authorized By:**

Mike Rhodes, Interim Development Services Director

**Contact/Phone Number:**

Angi Gates/(407)665-7465

**Background:**

The Applicant is requesting approval of a Special Event Permit for the Sham Rock N Run 5k Charity Run. The Sham Rock N Run 5k Charity Run will include a 3.1 mile on site run, bagpipers, Irish dancers, DJ/Emcee, a photo booth, food and beverage tent, vocalists, and a stilt walker. Amplified sound is proposed for the event in association with a DJ/Emcee. The Special Event is anticipated to attract approximately 750 attendees on Saturday, March 14, 2026, from 6:00 A.M to 10:00 A.M.

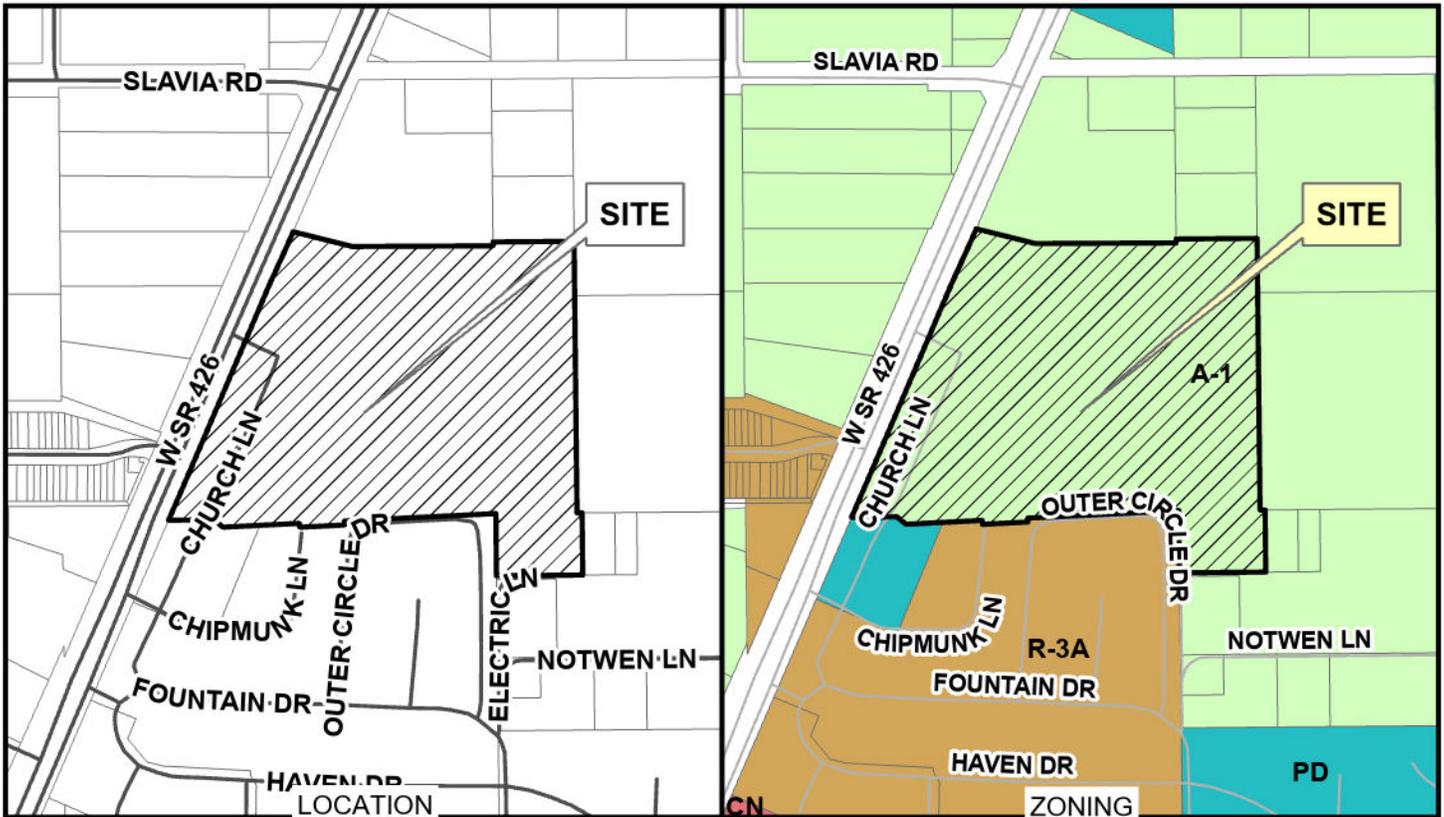
Pursuant to Section 30.6.4.2 of the Seminole County Land Development Code (SCLDC), in approving a Special Event, the Board shall make a determination that the proposed event is reasonably compatible with the nearby existing development and does not pose an unreasonable safety or health risk for patrons or neighbors.

Staff finds that the application submitted for this request meets the requirements of Section 30.6.4.2.a.(4), LDC, and due to the limited and temporary nature of the event, the security being provided, and the conditions imposed by the Special Event permit, the proposed event is reasonably compatible with surrounding uses and does not pose an unreasonable safety or health risk to patrons.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Special Event Permit for Sham Rock N Run 5k Charity Run on Saturday, March 14, 2026, located at 2021 W. SR 426; subject to Staff's recommendations included in the attached Special Event Permit.

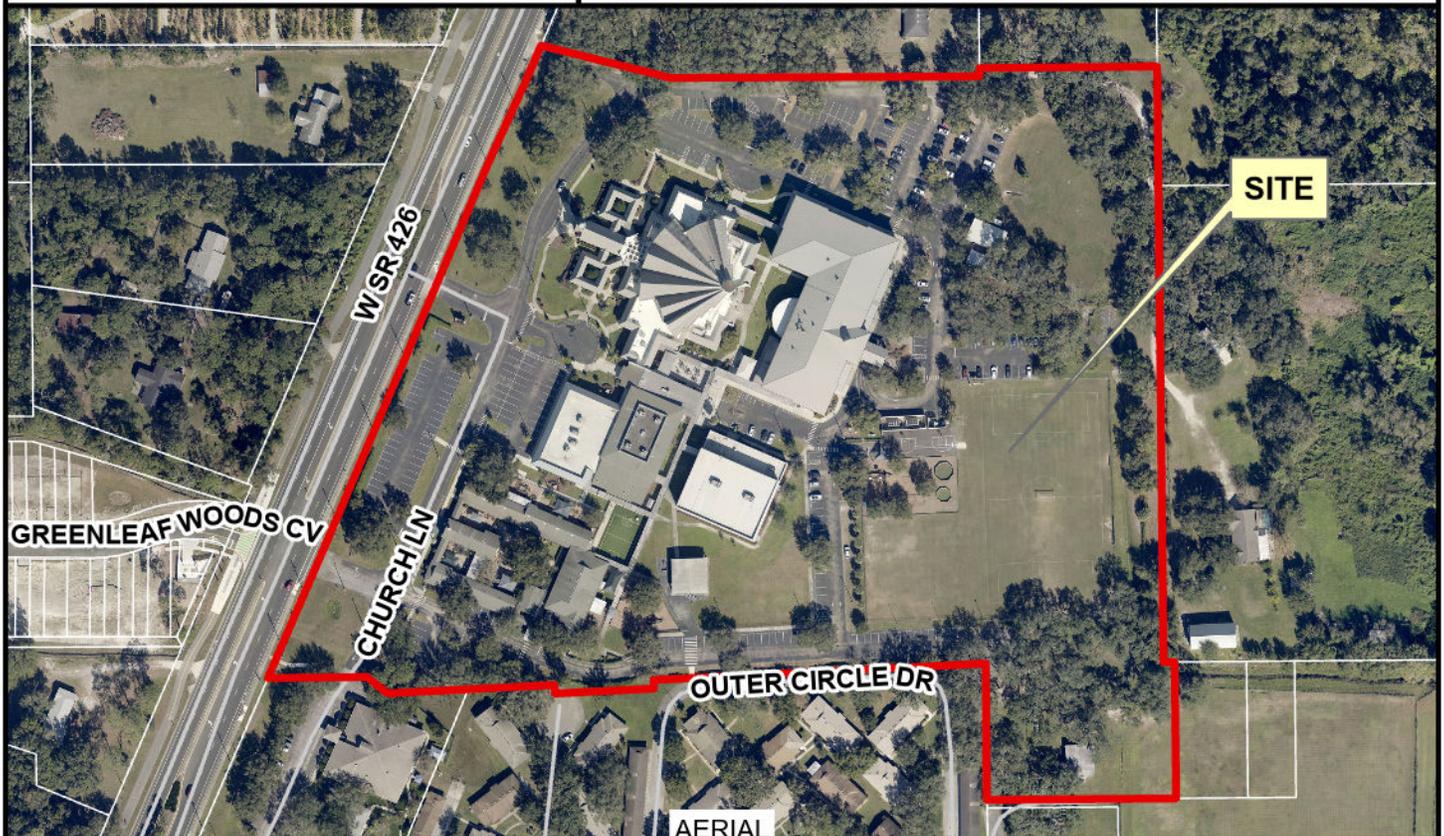
Note: The Special Event Permit Conditions of Approval (i.e., full details of the above conditions) are contained in the Special Event Permit in this Agenda Memorandum to be issued by Seminole County, if approved by the Board of County Commissioners.



ST LUKES LUTHERAN CHURCH  
 SPECIAL EVENT PERMIT  
 SHAM ROCK N RUN 5K  
 2021 W. SR426 OVIEDO FL  
 PARCEL: 20-21-31-300-0100-0000

SEMINOLE COUNTY BCC  
 FEBRUARY 24, 2026

- A-1
- R-3A
- CN
- PD





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America 1855 West State Road 434 Longwood FL 32750		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 407-788-3000 E-MAIL ADDRESS: ADDRESS:		<b>FAX (A/C No):</b> 407-788-7933
<b>INSURED</b> Hope Helps, Inc. 812 Eyrle Drive Oviedo FL 32765		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Nonprofits Insurance Alliance of California, Inc. INSURER B: Great American Insurance Company INSURER C: Technology Insurance Company, Inc. INSURER D: INSURER E: INSURER F:		<b>NAIC #</b> 16691 42376

**COVERAGES**                      **CERTIFICATE NUMBER:** 1341689476                      **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		02-CP-0081258-01-02	11/20/2025	11/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SxPh, sAbuse \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		02-CP-0081258-01-02	11/20/2025	11/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED   RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC4573484	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	D&O Professional		EPP4032574 02-CP-0081258-01-02	2/12/2025 11/20/2025	2/12/2026 11/20/2026	Per Claim/Aggregate 1,000,000 Per Claim/Aggregate 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Additional Insured - Owners, Lessees or Contractors CG 20 10 12 19  
Additional Insured - Managers or Lessors of Premises CG 20 11 12 19  
Additional Insured - State or Political Subdivisions - Permits CG 20 12 04 13  
Additional Insured - Mortgagee, Assignee or Receiver CG 20 18 04 13  
Additional Insured - Charitable Institutions CG 20 20 11 85  
Additional Insured - Designated Person or Organization CG 20 26 12 19  
Additional Insured - Owners, Lessees or Contractors - Completed Operations CG 20 37 12 19  
Additional Insured - Primary and Non-Contributory - For Designated Person or Organization NIA-002 SSP 03 25  
See Attached...

<b>CERTIFICATE HOLDER</b>  Seminole County, Florida 1101 E First Street Sanford FL 32771	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America 1855 West State Road 434 Longwood FL 32750		<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 407-788-3000      FAX (A/C No): 407-788-7933 E-MAIL: ADDRESS:	
<b>INSURED</b> Hope Helps, Inc. 812 Eyrie Drive Oviedo FL 32765		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Nonprofits Insurance Alliance of California, Inc. INSURER B: Great American Insurance Company      16691 INSURER C: Technology Insurance Company, Inc.      42376 INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 802085687**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		02-CP-0081258-01-02	11/20/2025	11/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SxlPhysAbuse \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		02-CP-0081258-01-02	11/20/2025	11/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB    OCCUR <input type="checkbox"/> EXCESS LIAB    CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N    N/A	TWC4573484	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
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 Additional Insured - Charitable Institutions CG 20 20 11 85  
 Additional Insured - Designated Person or Organization CG 20 26 12 19  
 Additional Insured - Owners, Lessees or Contractors - Completed Operations CG 20 37 12 19  
 Additional Insured - Primary and Non-Contributory - For Designated Person or Organization NIA-002 SSP 03 25  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Seminole County Sheriff's Office 100 Eslinger Way Sanford FL 32773	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# SPECIAL EVENT PERMIT

**Failure to obtain required permits revokes this approval.**

**PERMIT NO: 25-45000023**

In accordance with Section 30.6.4.2 of the Land Development Code of Seminole County, no special event may be permitted for more than fourteen (14) consecutive days, and no parcel of land will be permitted to have more than five (5) special events in any twelve (12) month period, unless otherwise authorized by the Board of County Commissioners.

<b>DATE</b>	<b>February 24, 2026</b>
<b>APPLICANT</b>	<b>Gabrielle Espinet, Authorized Agent</b>
<b>SITE ADDRESS</b>	<b>2021 W. SR 426; Oviedo</b>
<b>ESTABLISHMENT</b>	<b>St. Lukes Evangelical Lutheran Church</b>
<b>PARCEL ID</b>	<b>20-21-31-300-0100-0000, 20-21-31-300-011A-0000, 20-21-31-300-011B-0000 and 21-21-31-300-0080-0000</b>
<b>SIZE IN ACRES</b>	<b>21.69 AC</b>

**DESCRIPTION OR NAME OF EVENT:** Sham Rock N Run 5k Charity Run

**TO BE HELD ON:** March 14, 2026

**BETWEEN THE HOURS OF:** 6:00 a.m. and 10:00 a.m.

**NUMBER OF ATTENDEES:** 750

**EVENTS DURING THE LAST TWELVE (12) MONTHS INCLUDING THIS EVENT:** One (1)

The Board of County Commissioners determined the proposed event is reasonably compatible with nearby existing development and does not pose an unreasonable safety or health risk for patrons or neighbors. This permit will be subject to the following conditions:

1. The Event hours will be 6:00 a.m. to 10:00 a.m. on March 14, 2026.
2. The number of attendees will not exceed 750 guests at any given time.
3. Entertainment will include bagpipers, Irish dancers, emcee/DJ, a photo booth, food and beverage tent, singers and a stilt walker.
4. Amplified sound is permitted in association with an emcee/DJ during the hours of

## **SPECIAL EVENT PERMIT**

6:00 a.m. to 10:00 a.m.

5. Tents and temporary electrical equipment/installation will require all applicable County permits and inspections as required through the Building Division.
6. Applicant to submit the following to the County's Fire Prevention Bureau: tent and canopy permits, offsite parking and public safety access plan, and food service vendor information.
7. Applicant to contact the County's Fire Prevention Bureau forty-eight (48) hours prior to the Event to schedule an inspection for compliance with all fire code requirements.
8. Access around the perimeter of the Event must remain open to allow for emergency apparatus, including: (a) fire apparatus access roads shall be twenty (20) feet wide, clearly marked and unobstructed; and (b) fire apparatus access roads shall be provided so that no area of the Event is greater than 150 feet (foot travel) from Fire Department vehicle access.
9. A minimum of one (1) portable fire extinguisher rated at least 2A10BC shall be located within seventy-five (75) feet travel distance of the food and beverage service areas of the Event.
10. Trash receptacles will be available throughout the site in addition to recycling centers. Sanitation stations will be available throughout the site, including an on site dumpster.
11. Restroom facilities will be provided in the church building; two (2) of which will be handicapped accessible. (Exhibit A)
12. Public ingress and egress to the Event will be via W. SR 426. Ingress and egress to the site for set-up of the Event will also be via W. SR 426. (Exhibit A)
13. Off-premise signage is prohibited during this Event.
14. Parking will be provided in the existing designated parking area. (Exhibit C)
15. Off-premise parking is prohibited during this Event.
16. Security and traffic control will be provided by Seminole County Sheriff's Office personnel.
17. Applicant will repair any damage to asphalt or curb at the conclusion of the Event and/or mow the site surface flat for ease of access and pedestrian safety and shall clean the site prior to and following the Event. Onsite generators will provide electricity for the Event. No streets will be closed during the Event, and the site will not be fenced.

## **SPECIAL EVENT PERMIT**

18. The Event must be in compliance with the attached Site Plan Exhibit A and Exhibits B - C.
  
19. Indemnification: Applicant, by accepting the Special Event Permit shall, at its own cost and expense, hold harmless, defend and indemnify Seminole County, its officials, boards, agents and employees from any and all claims, demands, actions and causes of action, losses, damages, liabilities, cost, expenses, and court costs, including, without limitation, interest, penalties, and attorneys' fees which may accrue by reason of Applicant's acts or omissions of negligence, gross negligence or intentional torts, or misconduct of Applicant, its officers, directors, agents, employees or contractors arising out of or in conjunction with the permit(s) issued.

Approved by the Board of County Commissioners on February 24, 2026.

\_\_\_\_\_  
Andria Herr, Chairman  
Board of County Commissioners

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

# SPECIAL EVENT PERMIT

## EXHIBIT A SITE AND RUNNING ROUTE PERMIT NO: 25-4500023



# SPECIAL EVENT PERMIT

## EXHIBIT B RESTROOMS – FIRST AID – VENDOR LOCATIONS PERMIT NO: 25-4500023



**Sponsor Location Map  
Setup Time 7am-7:30am  
March 8, 2025**

- |                                   |  |
|-----------------------------------|--|
| <b>1. First Aid - Family Tree</b> | <b>8. B Physical Therapy</b>             |
| <b>2. Oviedo Medical Center</b>   | <b>9. Rock 'N Brews</b>                  |
| <b>3. Your Oviedo Dentist</b>     | <b>10. Christian Brothers Automotive</b> |
| <b>4. Walls of Books Oviedo</b>   | <b>11. Basecamp Fitness</b>              |
| <b>5. Stonebreaker Home Team</b>  | <b>12. StrechLab</b>                     |
| <b>6. Beers and Gordon, P.A.</b>  | <b>13. Wellcare</b>                      |
| <b>7. Foxtail Pest Control</b>    | <b>14. Orange Theory Fitness</b>         |

# SPECIAL EVENT PERMIT

## EXHIBIT C PARKING PERMIT NO: 25-4500023

Location	Lot #	No. of Spaces	For Whom
Chapman/Haven Dr grass lot	1	95	Participants
Haven Dr paved lot	2	37	Participants
Aloma from Church St to Fountain Dr	3	14	Participants
Aloma from Church St to Fountain Dr	4	20	Participants
School / Church St	5	29	Participants
Soccer field road - N side only	Vendor	40	Vendors
Aloma/Church Ln across Family Life Center	6	50	Participants
Front of Family Life Center	Staff	22	Staff
North Lot - N of school and church bldg	7	95	Volunteers (and participants)
East Lot - E of race start, N of soccer field	7b	25	Volunteers
North woods - west woods	8	28	Volunteers
North woods - north grassy area	8	30	Volunteers
<b>Total Parking</b>		<b>485</b>	





# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0164**

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**Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-019 in the Environmental Services Grant Fund to appropriate funding in the amount of \$1,500,000 for the Florida Department of Environmental Protection to appropriate the Little Wekiva River Sedimentation Basin grant; and to authorize the County Manager to execute the grant agreement and related grant modification documents specific to this grant award. District3 - Constantine (**Kim Ornberg, Environmental Services Director**)

**Division:**

Environmental Services Watershed Management

**Authorized By:**

Kim Ornberg, Environmental Services Director

**Contact/Phone Number:**

George Woodring/(407)665-7168

**Background:**

Seminole County is the recipient of a new legislative appropriation through the Florida Department of Environmental Protection in the amount of \$1,500,000. This appropriation will be used towards the Little Wekiva River Sedimentation Basin Project which is currently undergoing final feasibility analysis. It requires no matching funds and is valid through December 31, 2031.

The Little Wekiva River, located on the west side of Seminole County, is designated as an Outstanding Florida Water and a part of the Wekiva Aquatic Preserve.

Sedimentation in the river has been identified as causing reductions in conveyance as well as other potential ecological stresses.

These appropriations will support the development of an offline sedimentation basin, which will divert stormwater flows and sediments into an easily maintainable location and reduce sediment buildup in the main channel of the river.

Funding may be used towards project design, permitting, easements, land acquisition,

and/or construction activities associated with this project.

A BAR 26-019 in the amount of \$1,500,000 will appropriate the budget for this project. No matching funds are required for this grant agreement.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute Budget Amendment Request (BAR) 26-019 through the Environmental Services Grant Fund in the amount of \$1,500,000 for the Florida Department of Environmental Protection to appropriate the Little Wekiva River Sedimentation Basin grant; and to authorize the County Manager to execute the grant contract and related grant modification documents specific to this grant award.

2026-R-

# BUDGET AMENDMENT REQUEST

BAR# 26-019

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: ENVIRONMENTAL SERVICES DEPT / WATERSHED MGT  
Fund(s): 11940 ENVIRONMENTAL SERVICES GRANTS

RM Recommendation	
<b>G Woodring</b>	<b>1/26/2026</b>
Budget Analyst	Date
OMB Director	Date
AS Director	Date

**PURPOSE:**

To appropriate budget for the FDEP Little Wekiva River Sedimentation Basin grant.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11940	02609038	334750		ENVIRONMENTAL PROTECTION GRANT		3921130101	1,500,000.00
Revenue								
Revenue								
Revenue								
<b>Total Sources</b>								<b>1,500,000.00</b>
Expenditure	11940	02609038	530310		PROFESSIONAL SERVICES		3109999902	100,000.00
Expenditure	11940	02609038	560610	00001	LAND		6109999901	500,000.00
Expenditure	11940	02609038	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	500,000.00
Expenditure	11940	02609038	560680	00001	CONSTRUCTION & DESIGN		6809999901	400,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure Sub-Total								1,500,000.00
Reserve								
Reserve								
Reserve Sub-Total								-
<b>Total Uses</b>								<b>1,500,000.00</b>

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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 this meeting.

Attest:  
\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Andria Herr, Chairman

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

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

Entered by the Management and Budget Office

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

Posted by the County Comptroller's Office

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



<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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\_\_\_\_\_  
Lydia Walker, DEP Grant Manager

\_\_\_\_\_  
Katie Verdesca, DEP QC Reviewer

SEMINOLE COUNTY

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
County Attorney

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement;
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

**Attachment 1**

1 of 14

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must 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, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

**Attachment 1**

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

**Attachment 1**

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**Attachment 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. L0340**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Seminole County Little Wekiva River Sedimentation Basin. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. L0340), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming

by, through and under the owners) of the Property. The Florida Department of Environmental Protection (“DEP”) shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Seminole County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. L0340, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

## **7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## **8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers’ Compensation.

The Grantee shall comply with the workers’ compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting/Subawards.**

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

**12. State-owned Land.**

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

**13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

**14. Common Carrier.**

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

## ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Seminole County Little Wekiva River Sedimentation Basin

**PROJECT LOCATION:** The Project will be located in Seminole County; Lat/Long (28.7134, -81.3984).

**PROJECT BACKGROUND:** The Little Wekiva River, located on the west side of Seminole County, is designated as an Outstanding Florida Water and a part of the Wekiva Aquatic Preserve. Sedimentation in the river has been identified as causing reductions in conveyance as well as other potential ecological stresses. This project will support the design and construction of an offline sedimentation basin in the lower reaches of the river north of SR 434. The goal of the constructed sedimentation basin is to divert river flows under certain conditions (e.g. high storm flow) to collect sediment in an easily maintainable location to reduce the impacts to the main channel of the Little Wekiva River.

**PROJECT DESCRIPTION:** The Seminole County Board of County Commissioners (Grantee) will complete preconstruction activities, including but not limited to project design, permitting, easement and land acquisition and construction of an off line sedimentation basin to capture sediment from upstream of the Little Wekiva River.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

### **Task 1: Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of a sedimentation basin and obtain all necessary permits for construction of the project. Activities necessary for design, such as modeling of flow hydraulics, feasibility analysis, surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

### **Task 3: Land Acquisition**

**Deliverables:** The Grantee will acquire fee simple, less-than-fee simple interest, or a combination of both on properties within Seminole County. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

**Documentation:** The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

### **Task 4: Construction**

**Deliverables:** The Grantee will construct the Seminole County Little Wekiva River Sedimentation Basin Project in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Preconstruction Activities	Contractual Services	\$400,000	07/01/2025	06/30/2031
2	Bidding and Contractor Selection	Contractual Services	\$100,000	07/01/2025	06/30/2031
3	Land Acquisition	Land Acquisition	\$500,000	07/01/2025	06/30/2031
4	Construction	Contractual Services	\$500,000	07/01/2025	06/30/2031
Total:			\$1,500,000		

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS 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*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*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:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

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 total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$1,500,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,500,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP 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 amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DECLARATION OF RESTRICTIVE COVENANT  
AGREEMENT NO. L0340**

**EXHIBIT G**

This Grant Agreement was executed on [REDACTED] (date), by and between the Florida Department of Environmental Protection and Seminole County Board of County Commissioners (Grantee), for in pertinent part, land acquisition in Seminole County, Florida, for the purpose of constructing a sedimentation basin. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under “Agency Assigned Contract ID” search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement an environmental benefit under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property must be used for construction of a sedimentation basin as its primary purpose. The property may not be used for any purposes other than the primary purpose described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0170**

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**Title:**

Approve and authorize the Chairman to execute a Letter of Authorization by Seminole County to Clarke Environmental Mosquito Management, Inc. for as-needed aerial spraying within Seminole County. Countywide (**Kim Ornberg, PE, Environmental Services Director**)

**Division:**

Environmental Services Watershed Management

**Authorized By:**

Kim Ornberg, PE, Environmental Services Director

**Contact/Phone Number:**

Kim Ornberg/(407)665-2012

**Background:**

To be prepared to perform aerial spraying for mosquito control via aircraft, the County is required to submit a Congested Area Plan (CAP) to the Federal Aviation Authority (FAA) each calendar year. As part of this application, the FAA requires a Letter of Authorization from the County, signed by an elected official for the FAA CAP.

Once the Letter of Authorization is executed, Clarke Environmental Mosquito Management, Inc. and Seminole County Mosquito Control Program will finalize the CAP for submittal to the FAA Flight Standards District Office (FSDO) for review and approval.

**Requested Action:**

Staff requests the Board to approve and authorize the Chairman to execute the Aerial Spraying Authorization letter by Seminole County to Clarke Environmental Mosquito Management, Inc. in preparation for aerial spraying, if needed, within Seminole County.

February 24, 2026

## MEMORANDUM

**TO:** Chairman Herr, Seminole County Board of County Commissioners  
**FROM:** Theresa Jones, Mosquito Control Program Manager  
**THROUGH:** Shannon Wetzel, Watershed Management Division Manager  
**SUBJECT:** Annual Aerial Spraying Authorization Letter

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Each year, the Federal Aviation Administration (FAA) requires Clarke Environmental Mosquito Management, Inc. to provide written permission from the Board of County Commissioners before they will issue a Congested Area Plan for aerial spraying within Seminole County. This letter allows the County to implement aerial spraying for mosquito control on an as needed basis. If and when such activities are needed, all established public notification protocols will be executed prior to any aerial spray missions.

We have prepared a letter for your signature based on language used by other mosquito control programs in Florida for the 2026 calendar year. Please sign the letter and send the original to me for certified mailing.

Thank you and please contact me at extension 5574 if you have any questions.

Cc: Darren Gray, County Manager  
Kim Ornberg, Environmental Services Director

February 24, 2026

Clarke Environmental Mosquito Management, Inc.  
Attn: Frank Clarke, Vice President Key Accounts  
3036 Michigan Avenue  
Kissimmee, FL 34744

RE: Authorization to Dispense Insecticides (RFP 604988-25/MPG)

Dear Clarke Environmental Mosquito Management, Inc. and Dynamic Aviation, Inc:

I, Andria Herr, serving as the Chairman for Seminole County Board of County Commissioners, in the State of Florida, hereby authorize Clarke Environmental Mosquito Management, Inc. or their subcontractor Dynamic Aviation Group, Inc. to apply approved and labeled insecticides for mosquito control use over congested areas of Seminole County by low-flying aircrafts for the current calendar year of February 24, 2026 and ending December 31, 2026, as directed by Seminole County.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Andria Herr  
Chairman



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0178**

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**Title:**

Approve the Guaranteed Maximum Price (GMP) of \$12,215,498.56 for the construction of Seminole County Fire Station 25, in accordance with Section 287.055, Florida Statutes, the Consultants Competitive Negotiations Act, and authorize the Purchasing and Contracts Division to execute Work Order No. 4 to Wharton-Smith of Sanford, FL for Construction Services and to execute and incorporate Appendix I into PS-6030-24/MAG - Construction Manager at Risk (CMAR) Agreement for the construction of the new SCFD Fire Station 25 at 105 Wilshire Boulevard in Casselberry. District4 - Lockhart (**Chad Wilsky, Fleet and Facilities Director**)

**Division:**

Fleet and Facilities - Facilities Development

**Authorized By:**

Chad Wilsky, Director Fleet and Facilities

**Contact/Phone Number:**

Chad Wilsky/(407)665-5276

**Background:**

The County is undertaking the construction of a new Seminole County Fire Station 25 to replace the existing 6,140-square-foot, two-bay facility with a modern 12,185-square-foot, three-bay fire station designed to meet current operational needs and future growth. The additional apparatus bay and expanded facility will support increased staffing, enhanced emergency response capabilities, and improved service delivery to the community.

The new station is strategically located at 105 Wilshire Boulevard in Casselberry, adjacent to the Casselberry Police Department, creating a centralized public safety presence for the surrounding community.

The project will be delivered by Wharton-Smith, Inc., with construction scheduled to begin in March 2026 and substantial completion targeted for April 2027. Due to the size and complexity of the project, the County is utilizing the Construction Manager at

Risk (CMAR) delivery method to promote early collaboration, cost control, and schedule certainty.

The Guaranteed Maximum Price (GMP) of \$12,215,498.56 was developed under comprehensive oversight led by ZHA Incorporated (project management services) and County staff. Wharton-Smith, Inc., conducted a competitive bidding process that included 245 subcontractors solicited and 107 bids received. Of the total Guaranteed Maximum Price (GMP), approximately \$2,817,300 is expected to remain with Seminole County businesses.

The County project team, consisting of Chad Wilsky, Fleet and Facilities Director; Anthony Maddox, Facilities Deputy Director; Nick Brow, Facilities Division Manager; and David Taggart, Project Manager, thoroughly reviewed and successfully negotiated the Guaranteed Maximum Price (GMP) for Fire Station 25, demonstrating the County's commitment to fiscal accountability, transparency, and excellence in project delivery.

The budget for this project is approved in Business Unit 02105063 FIRE STATION 25 CASSELBERRY.

**Requested Action:**

Staff requests the Board approve the Guaranteed Maximum Price (GMP) of \$12,215,498.56 for the construction of Fire Station 25 and authorize the Purchasing and Contracts Division to execute Work Order No. 4 to Wharton-Smith, Inc., for Construction Services and to execute and incorporate Appendix I into PS-6030-24/MAG - Construction Manager at Risk (CMAR) Agreement for the construction of the new SCFD Fire Station 25 at 105 Wilshire Boulevard in Casselberry.



CMAR AGREEMENT FOR  
FIRE DEPARTMENT CAPITAL IMPROVEMENT PROJECTS  
PS-6030-24/MAG

**CONSTRUCTION OF FIRE STATION 25**

GMP

Submitted February 02, 2026



**Wharton-Smith, Inc.**  
CONSTRUCTION GROUP



February 2, 2026

David Taggart  
Seminole County  
1101 E 1st Street  
Sanford, FL, 32771

Re: CMAR Agreement for Fire Department Capital Improvement Projects  
PS-6030-24/MAG  
Construction of Fire Station 25  
Guaranteed Maximum Price Proposal

Mr. Taggart,

Wharton-Smith is pleased to submit the Guaranteed Maximum Price Deliverable for the Construction of Seminole County Fire Station 25, based on Addendum 1 Plans dated 11/14/2025 and Specifications dated 12/25/2023 produced by Schenkel Shultz and as itemized in Section 8 – Document Log.

Contract Summary - Appendix I to Wharton-Smith CMAR Number PS-6030-24/MAG

1. Construction Management Fee (16%): \$1,652,482.56
2. Subcontract Costs: \$9,755,322.00
3. Guaranteed Maximum Price: \$12,215,498.56
4. Contractor Seminole County: 23.06%
5. Notice To Proceed To Substantial Completion Duration: 406 calendar days
6. Notice To Proceed To Final Completion Duration: 30 calendar days

Within this deliverable, we have included the following information:

- Section 1 – Summary
- Section 2 – Allowances
- Section 3 – Itemized GMP & Bid Tab
- Section 4 – Qualifications & Assumptions
- Section 5 – Project Schedule
- Section 6 – Solicited Subcontractors
- Section 7 – Personnel Chart
- Section 8 – Document Log

We look forward to continuing our partnership and working closely with you and your team toward the successful completion of this project and future ones. If you have any questions, do not hesitate to contact us.

Sincerely,  
Wharton Smith, Inc.

A handwritten signature in blue ink, appearing to read 'Jim Kleen', is written over a circular stamp or seal.

Jim Kleen  
Project Executive

CMAR Agreement for Fire Department Capital Improvement Projects  
PS-6030-24/MAG  
Construction of Fire Station 25  
Guaranteed Maximum Price Proposal

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Section 1  
Summary

GMP SECTION COVER



Project: Seminole County Fire Station 25

Project Number: PS-6030-24/MAG

Location: Sanford, FL

Date: 2/2/2026



**SUMMARY ESTIMATE**

	SPEC SECTION	DESCRIPTION	SUBCONTRACTOR TOTAL	BASED WITHIN SEMINOLE COUNTY
1	017000	Construction Cleaning	\$ 10,093.00	
2	030000	Cast-In-Place Concrete	\$ 558,923.00	\$ 558,923.00
3	040000	Masonry	\$ 436,004.00	
4	050000	Structural Steel	\$ 326,028.00	
5	062000	Millwork and Finish Carpentry	\$ 73,152.00	
6	075000	Damproofing & Waterproofing	\$ 184,416.00	
7	072119	Foamed In-Place Insulation	\$ 51,148.00	
8	074000	Metal Panels & Soffits	\$ 316,875.00	
9	075000	Membrane Roofing	\$ 250,604.00	
10	078000	Firestopping	\$ 32,635.00	
11	081000	Doors, Frames & Hardware	\$ 189,516.00	
12	083000	Overhead Doors	\$ 103,625.00	
13	085000	Aluminum Storefronts & Glazing	\$ 132,965.00	
14	092000	Drywall	\$ 356,859.00	
15	092100	Stucco	\$ 280,349.00	
16	095000	Acoustical Ceilings	\$ 90,965.00	
17	096000	Flooring	\$ 195,608.00	
18	099100	Painting	\$ 81,770.00	
19	102000	Specialties	\$ 77,445.00	
20	105000	Signage & Wall Graphics	\$ 52,938.00	
21	105310	Pre-Engineered Canopies	\$ 39,286.00	
22	110000	Equipment	\$ 144,698.00	
23	114100	Appliances	\$ 38,111.00	
24	114820	Gymnasium Equipment	\$ 34,215.00	
25	123530	Kitchen Casework - Stainless Steel	\$ 93,969.00	
26	124000	Furnishings & Accessories	\$ 134,632.00	\$ 134,632.00
27	124920	Window Treatments	\$ 8,705.00	
28	210000	Fire Sprinklers	\$ 118,248.00	
29	210000	Plumbing	\$ 597,833.00	
30	230000	HVAC	\$ 894,649.00	
31	231000	Fuel Pump System	\$ 131,327.00	
32	260000	Electrical	\$ 1,821,868.00	
33	310000	Site Earthwork, Utilities & Paving	\$ 1,719,775.00	
34	323113	Fencing	\$ 56,712.00	
35	329300	Landscaping & Irrigation	\$ 119,376.00	\$ 119,376.00
36		TOTAL DIRECT COSTS	\$ 9,755,322.00	

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37	General Conditions	\$ 351,887.00	\$ 351,887.00
38	General Liability Insurance	\$ 127,041.00	
39	Builder's Risk Insurance	\$ 19,838.00	
41	P&P Bond	\$ 73,928.00	
42	Direct Costs & General Conditions Subtotal	\$ 10,328,016.00	
43	Management Fee	\$ 1,652,482.56	\$ 1,652,482.56
44	100% GMP Total w/o Contingencies	\$ 11,980,498.56	
45	Construction Contingency	\$ 150,000.00	
40	Permits (Allowance)	\$ 85,000.00	
46	<b>100% GMP Total</b>	<b>\$ 12,215,498.56</b>	<b>\$ 2,817,300.56</b>
47	<b>Seminole County Contractor Participation</b>		<b>23.06%</b>

Section 2  
Allowances

GMP SECTION COVER



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Section 2  
 Allowances

Division	Item	Amount
Permits	Permits	85,000
General Conditions	Temporary Electric connection & consumption fees	15,650
General Conditions	Temporary Water connection & consumption fees	13,350
Plumbing	500 Gallon U/G Propane Tank & piping to building	25,395
Electrical	Relocate Power Pole (DUKE ENERGY)	10,000
Communications	Relocate Telecom/Cable boxes	10,000
Communications	Fire Station Alerting System (MACH Alert)	200,000
Elect. Safety & Security	CCTV System	74,900
Electrical	Electric start-up consumption fees	15,597
Sitework	Permanent Water Meter	55,000
Sitework	Transformer Install	15,500

Section 3  
Itemized GMP & Bid Tab

GMP SECTION COVER



Project: Seminole County Fire Station 25

Project Number: PS-6030-24/MAG

Location: Sanford, FL

Date: 2/2/2026



**ITEMIZED GMP & BID TAB**

Description	Total Cost	Bidder 1	Bidder 2	Bidder 3	Bidder 4
01- Construction Cleaning	\$10,093				
		\$10,093			
03- Cast-In-Place Concrete	\$558,923				
		\$558,923	\$618,233	\$668,132	\$707,172
04-Masonry	\$436,004	Not Stand-alone			
		\$405,829	\$436,004	\$468,733	\$490,548
05 - Structural Steel	\$326,028				
		\$326,028	\$334,597		
06- Millwork & Finish Carpentry	\$73,152	Incomplete Scope			
		\$62,913	\$73,152	\$76,247	\$78,640
07 - Damproofing & Waterproofing	\$184,416	Not Full Scope			
		\$179,653	\$184,416		
07 - Foamed In-Place Insulation	\$51,148				
		\$51,148			
07- Metal Panels & Soffits	\$316,875				
		\$316,875	\$333,795		
07- Membrane Roofing	\$250,604				
		\$250,604	\$260,100	\$269,937	\$270,683
07- Firestopping	\$32,635				
		\$32,635	\$260,100	\$269,937	\$270,683
08 - Doors, Frames, & Hardware	\$189,516				
		\$189,516	\$192,668	\$202,322	\$217,702
08- Overhead Doors	\$103,625	Not Spec. Product			
		\$70,064	\$103,625	\$111,520	
08- Aluminum Storefronts & Glazing	\$132,965				
		\$132,965	\$150,960		
09- Drywall	\$356,859				
		\$356,859	\$455,428	\$466,341	
09- Stucco	\$280,349	not stand-alone			
		\$238,486	\$280,349		
09 - Acoustical Ceilings	\$90,965				
		\$90,965	\$121,564	\$123,624	\$133,314
09 - Flooring	\$195,608				
		\$195,608	\$204,785	\$269,230	
09 - Painting	\$81,770	Incomplete	Incomplete		
		\$64,995	\$75,253	\$81,770	\$89,138
10 - Specialties	\$77,445	Incomplete	Incomplete		
		\$37,456	\$48,512	\$77,445	

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<b>10 - Signage &amp; Wall Graphics</b>	<b>\$52,938</b>	<b>Incomplete</b>			
		\$52,421	\$52,938	\$59,115	
<b>10 - Pre-Engineered Canopies</b>	<b>\$39,286</b>				
		\$39,286	\$43,900	\$46,932	\$54,350
<b>11 - Equipment</b>	<b>\$144,698</b>				
		\$144,698			
<b>11 - Appliances</b>	<b>\$38,111</b>				
		\$38,111			
<b>11 - Gymnasium Equipment</b>	<b>\$34,215</b>				
		\$34,215			
<b>12 - Kitchen Casework - Stainless Stl</b>	<b>\$93,969</b>				
		\$93,969			
<b>12 - Furnishings &amp; Accessories</b>	<b>\$134,632</b>				
		\$134,632			
<b>12 - Window Treatments</b>	<b>\$8,705</b>				
		\$8,705	\$12,513		
<b>21 - Fire Sprinkler Systems</b>	<b>\$118,248</b>				
		\$118,248	\$176,868	\$194,043	
<b>22 - Plumbing</b>	<b>\$597,833</b>				
		\$597,833	\$638,968	\$647,454	\$661,596
<b>23 - HVAC</b>	<b>\$894,649</b>				
		\$894,649	\$924,756	\$926,360	\$990,258
<b>23 -Fuel Pump System</b>	<b>\$131,327</b>				
		\$131,327	\$279,462		
<b>26 - Electrical</b>	<b>\$1,821,868</b>	<b>Incomplete</b>			
		\$1,784,850	\$1,821,868	\$1,830,840	\$1,770,256
<b>32 - Site Earthwork, Utilities, &amp; Paving</b>	<b>\$1,719,775</b>				
		\$1,719,775	\$1,938,221	\$2,017,835	\$2,176,155
<b>32 - Fencing</b>	<b>\$56,712</b>				
		\$56,712	\$84,496	\$129,022	
<b>32 - Landscape &amp; Irrigation</b>	<b>\$119,376</b>				
		\$119,376	\$119,685	\$139,553	
<b>TOTAL DIRECT COST</b>	<b>\$9,755,322</b>				

Section 4  
Qualifications or Assumptions

GMP SECTION COVER



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Section 4  
Qualifications or Assumptions

**General Items, Division 0, and Division 1**

1. **GMP Basis** – GMP Proposal is based on the documents list provided herein and included in this GMP under Section 8 – Plans, Drawings, Specifications, and RFI’s Specific to the GMP. Should discrepancies between documents occur the governing order of precedence shall be as follows.
  - a. GMP Amendment and all Sections
  - b. Owner Agreement
  - c. Addenda
  - d. Specifications
  - e. Drawings
  - f. Shop Drawings and RFIs
2. **Requests for Information** – GMP Proposal acknowledges RFI’s issued as RFI 01 & RFI 02 containing a total of 11 questions and responses and included in this GMP under Section 11 – Plans, Drawings, Specifications, and RFI’s Specific to the GMP.
3. **Permits** – GMP Proposal includes an allowance of \$85,000 for permits. Any delays caused by permitting will result in a day for day compensable schedule extension.
4. **Contract Time** – The total period of time beginning with the Notice to Proceed Date through the date required for Substantial Completion of the work is four hundred six (406) calendar days. The Notice-to-Proceed shall be issued on March 13, 2026. The Substantial Completion date is therefore established as April 23, 2027, and the Final Project Completion deadline is May 22, 2027. Failing to receive Notice-to-Proceed by this date will result in a day for day schedule extension.
5. **Wage Requirements** – GMP Proposal does not include Davis-Bacon Act requirements, Certified Payroll reporting, or costs associated with compliance.
6. **Owner-Controlled Insurance Program** – GMP Proposal does not include participation in, or costs associated with an Owner Controlled Insurance Program (OCIP).
7. **General Liability Insurance** – General Liability insurance shall be billed in full at the commencement of the project. Coverage is provided under corporate policy and is allocated to Wharton Smith based on the total value of work under contract company wide.
8. **Owner Direct Purchase** – The Owner may, in its sole discretion, elect to utilize an Owner Direct Purchase (“ODP”) process for eligible materials for the purpose of achieving lawful sales and use tax savings. Materials with an individual value of Ten Thousand Dollars (\$10,000) or greater may be considered for potential ODP; however, the Owner shall retain final authority to determine

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whether any material is procured through the ODP process. The tax savings goal for the Project is **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)**. This goal is an objective only and not a guarantee of performance.

If the Owner elects to proceed with ODP, the Construction Manager shall use commercially reasonable efforts to identify eligible materials and assist in the coordination of the ODP process, provided that the Owner retains responsibility for administering the ODP program, including execution of purchase orders, payment to suppliers, and compliance with all applicable statutory and administrative requirements.

Any sales tax paid on ODP purchases shall be credited to the Owner. At the conclusion of the Project, materials purchased through the ODP process that are not incorporated into the Work or are returned to the supplier shall result in credit to the Owner for the applicable purchase amount, including sales tax, via an additive change order to the Agreement and the applicable Subcontractor agreement. Surplus materials remaining in the possession of the Subcontractor shall remain the property of the Subcontractor, and no refund shall be owed to the Owner for such materials.

The Construction Manager shall document all identified sales and use tax savings and submit such documentation to the Owner for review.

The parties acknowledge that the anticipated sales tax savings associated with the ODP process are dependent upon the Owner's timely decisions, administrative capacity, and execution of the ODP process.

9. **Hazardous Material and Asbestos Abatement** – Hazardous materials/remediation and asbestos abatement are not included.
10. **Testing & Inspections** – Material testing, threshold inspections, and any other special inspections or testing typically required for the Project are excluded from the GMP and are assumed to be Owner-provided.
11. **Commissioning Agent** – GMP Proposal includes only the cost to coordinate with the Owner's Commissioning Agent.
12. **Equipment Start-Up** – All start-up electric consumption costs are included in General Conditions as a \$15,597 allowance.
13. **Temporary Electric Service for Construction** – Electric connection and consumption is a \$15,650 allowance.

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14. **Temporary Water Service for Construction** - Water connection and consumption is a \$13,350 allowance.
15. **Tariff and Material Escalation** – The Contract Sum and/or schedule shall be equitably adjusted to account for any increase in the cost and/or delay of materials, products, or equipment required for the Project resulting from new tariffs, duties, trade restrictions, or other governmental actions. Subcontractor buyout will be completed within four (4) months of receiving the Notice to Proceed, and the Contractor shall provide written notice to the Owner within ten (10) business days of becoming aware of any such increase, including supporting documentation. The Owner acknowledges and agrees to review the notice and validate whether such adjustments are a direct consequence of circumstances beyond the Contractor's control and shall not unreasonably withhold or delay approval of the adjustment. This provision shall not apply to costs arising from Contractor errors, misestimations, or delays in procurement.
16. **Contingency** - The dollar amount listed as the Construction Manager Construction Contingency shall be available for the following increased costs for subcontractors, material and equipment subject to prior written approval of the Owner: (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) costs overruns not covered by allowances; and (d) implementation of any Recovery Plan involving acceleration of the work. Approved Construction Contingency expenditures shall be subject to mark-up of the Management Fee. Construction Contingency is not to be used to defray costs for the removal and replacement of deficient work or for Owner requested changes. Cost for which Construction Manager desires to be paid from the Construction Manager Construction Contingency shall be documented in accordance with terms of the Contract Agreement and are subject to verification by the Owner. If agreed to by the Owner, a "Use of Contingency" form shall be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Manager Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above.
17. Allowances included in the GMP are established for specific elements of the Work that are not fully defined at the time of GMP execution. Allowances shall be expended only for their identified purpose and shall be reconciled to actual costs. Any adjustment to the GMP resulting from allowance reconciliation shall be made by Change Order. Allowances are separate from and shall not be commingled with CMAR contingency.

**Division 8**

1. GMP Proposal includes (3) Clopay 3728 Series doors and (3) Clopay 3729 Series doors located in the Apparatus Bay.

**Division 9**

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1. GMP proposal includes the following specification for the wood ceiling in Day Room 109 & Public Lobby 101 (WDS-1 on A141 and A160): 5-1/4" Wide ACGI Linear Wood Ceilings (or approved equal), on manufacturer's suspension grid system.

**Division 10**

1. GMP Proposal includes the equipment & furnishings list provided by Owner in lieu of Drawing A461 and included in this GMP under Section 11 – Plans, Drawings, Specifications, and RFI's Specific to the GMP. Three accessories were substituted: soap dispensers, paper towel dispensers, and toilet paper holders.

**Division 11**

1. GMP Proposal includes the equipment & furnishings list provided by Owner in lieu of Drawing A171 and included in this GMP under Section 8 – Plans, Drawings, Specifications, and RFI's Specific to the GMP.
2. GMP Proposal includes an Ingersoll Rand Electric Air Compressor: Model SS3L3 3 Hp, 1 Stage, Vertical, 60 Gal 135 PSI, 240V in lieu of Ingersoll Rand Electric Air Compressor: Model C1018201 labeled as E-22 on drawing A171.

**Division 12**

1. GMP Proposal includes the equipment & furnishings list provided by Owner in lieu of Drawing A171, and included in this GMP under Section 8 – Plans, Drawings, Specifications, and RFI's Specific to the GMP.

**Division 22**

1. GMP Proposal includes an allowance of \$25,395 for a 500-gallon, underground propane tank and associated piping to the building. This allowance excludes a meter for this system.

**Division 26**

1. GMP Proposal includes an allowance of \$10,000.00 to relocate one Duke Energy power pole.

**Division 27**

1. GMP Proposal includes an allowance of \$10,000.00 to relocate existing telecom/cable boxes.
2. GMP Proposal includes an allowance of \$200,00.00 for a Fire Station Alerting System (Mach Alert).
3. Wireless Access Points (WAPS) are furnished by owner and installed by contractor per meeting and ZHA meeting minutes dated 11/12/2025.
4. Seminole County is providing the fiber optic network to the building. Seminole County traffic will bring the Seminole County cabling in through the conduits that will support all Seminole County network in the building per meeting and ZHA meeting minutes dated 11/12/2025.

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5. GMP Proposal includes a stand-alone Honeywell, ASSA Abloy, and ADI doorbell system in lieu of the specified Edwards doorbell system. Speakers are not provided in each dorm room; in lieu thereof, a system chime is included to serve this function.
6. GMP Proposal includes two (2) additional speakers in the Apparatus Bay along column line 2.
7. GMP Proposal includes one (1) RG6 and two (2) RJ45 (1 for network, 1 for Motorola) for four (4) televisions.

**Divisions 28**

1. GMP Proposal includes an allowance of \$74,900 for a CCTV system.

**Division 31**

1. GMP Proposal includes Civil plans dated 1/12/2026 labeled as ADS Stormtech System Revisions.

**Division 32**

1. GMP Proposal excludes a gate system at the existing, adjacent Police Station. Electrical and Telecom rough-ins, card, readers, etc. were included as shown in drawings.

Section 5  
Project Schedule

GMP SECTION COVER



# Seminole County Fire Station 25 Preliminary Construction Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish	2026												2027				
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
<b>Seminole County Fire Station 25</b>																					
<b>MILESTONES</b>																					
<b>CONSTRUCTION</b>																					
A2250	Mobilization	0	16-Mar-26																		
A2290	Generator Start Up	0		14-Sep-26																	
A2260	Building Dry-in	0		14-Oct-26																	
A2280	Permanent Power	0		29-Jan-27																	
A2270	Conditioned Air	0		02-Feb-27																	
A2300	Substantial Completion	0		23-Apr-27																	
A2310	Final Completion	0		22-May-27																	
<b>PRECONSTRUCTION</b>																					
A1000	GMP Development	30	17-Nov-25 A	12-Jan-26 A																	
A1010	GMP Submitted	1	13-Jan-26 A	21-Jan-26 A																	
A1020	GMP Approval - SC Board Meeting (2/24/2026)	24	21-Jan-26 A	24-Feb-26																	
A1040	Owner Work Order Issued	2	25-Feb-26	26-Feb-26																	
A1050	Pre-NTP Administrative Requirements - Bond, Insurance, Permit, etc	10	27-Feb-26	12-Mar-26																	
A1030	Notice to Proceed (NTP)	1	13-Mar-26	13-Mar-26																	
<b>LONG LEAD/PROCUREMENT</b>																					
<b>SITE</b>																					
A1080	Subcontract to Contractor	10	13-Mar-26	26-Mar-26																	
A1090	Review and Approval Underground Filtration System/Storm Structure	10	03-Apr-26	16-Apr-26																	
A1200	Review and Approval Sanitary/Water Pipes and Accessories	10	03-Apr-26	16-Apr-26																	
A1110	Review and Approval Oil Water Separator	10	08-Apr-26	21-Apr-26																	
A1180	Review and Approval Grease Trap	10	08-Apr-26	21-Apr-26																	
A1260	Review and Approval SD/PD Retaining Wall (Keystone)	10	10-Apr-26	23-Apr-26																	
A1100	Procurement of Underground Filtration System	30	17-Apr-26	29-May-26																	
A1240	Procurement of Sanitary/Water Pipes and Accessories	15	17-Apr-26	07-May-26																	
A1250	Procurement of Storm Structures and Pipe	15	17-Apr-26	07-May-26																	
A1120	Procurement of Oil Water Separator	60	22-Apr-26	16-Jul-26																	
A1190	Procurement of Grease Trap	60	22-Apr-26	16-Jul-26																	
A1270	Procurement of Retaining Wall material	30	24-Apr-26	05-Jun-26																	
<b>ELECTRICAL COMPONENTS</b>																					
A1130	Subcontract to Contractor	10	13-Mar-26	26-Mar-26																	
A1140	Subcontract to Contractor	10	27-Mar-26	09-Apr-26																	
A1210	Review and Approval of Generator and ATS	10	03-Apr-26	16-Apr-26																	
A1150	Procurement of Gear	100	10-Apr-26	31-Aug-26																	
A1160	Review and Approval of Light Fixtures	10	17-Apr-26	30-Apr-26																	
A1220	Procurement of Generator	100	17-Apr-26	08-Sep-26																	
A1230	Procurement of ATS	65	17-Apr-26	20-Jul-26																	
A1170	Procurement of Light Fixtures	30	01-May-26	12-Jun-26																	
<b>FUEL COMPONENTS</b>																					

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone

Activity ID	Activity Name	Orig Dur	Start	Finish	2026												2027						
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
A2770	Subcontract to Contractor	5	10-Apr-26	16-Apr-26				■															
A2780	Review and Approval of PD/SD for Fuel Design	10	01-May-26	14-May-26				■															
A2790	Procurement of Fuel Components	70	15-May-26	24-Aug-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>HVAC COMPONENTS</b>																							
A1290	Subcontract to Contractor	5	19-Mar-26	25-Mar-26				■															
A1300	Review and Approval of HVAC Units	10	07-Apr-26	20-Apr-26				■															
A1330	Review and Approval of Kitchen Hood	10	08-Apr-26	21-Apr-26				■															
A1350	Review and Approval Ductwork SD/PD	10	09-Apr-26	22-Apr-26				■															
A1430	Review and Approval of VAV's	10	09-Apr-26	22-Apr-26				■															
A1310	Procurement of Outside Air unit	90	21-Apr-26	26-Aug-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1320	Procurement of Condensing/Indoor AHU unit	40	21-Apr-26	16-Jun-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1340	Procurement of Kitchen Hood	60	22-Apr-26	16-Jul-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1360	Procurement of Ductwork	10	23-Apr-26	06-May-26				■															
A1520	Procurement of VAV's	30	23-Apr-26	04-Jun-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>CONCRETE</b>																							
A1370	Subcontract to Contractor	5	23-Mar-26	27-Mar-26				■															
A1380	Review and Approval of Concrete Mix Designs/Material	10	06-Apr-26	17-Apr-26				■															
A1390	Review and Approval - Foundation Reinforcing	10	13-Apr-26	24-Apr-26				■															
A1410	Review and Approval of Block	10	13-Apr-26	24-Apr-26				■															
A1400	Procurement of Foundation Reinforcing	15	27-Apr-26	15-May-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1420	Procurement of Block SD/PD	10	27-Apr-26	08-May-26				■															
<b>ROOF JOIST</b>																							
A1440	Subcontract to Contractor	5	13-Mar-26	19-Mar-26				■															
A1450	Review and Approval of Roof Joist SD/PD	10	03-Apr-26	16-Apr-26				■															
A1460	Review and Approval of Decking SD/PD	10	03-Apr-26	16-Apr-26				■															
A1470	Procurement of Roof Joist	30	17-Apr-26	29-May-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1480	Procurement of Decking	40	17-Apr-26	12-Jun-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>CANOPIES</b>																							
A1490	Subcontract to Contractor	5	27-Mar-26	02-Apr-26				■															
A1500	Review and Approval Canopy SD/PD	10	21-Apr-26	04-May-26				■															
A1510	Procurement of Canopy System	60	05-May-26	29-Jul-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>MACH ALERT</b>																							
A1530	Subcontract to Contractor	5	20-Mar-26	26-Mar-26				■															
A1540	Review and Approval of Mach Alert PD/SD	10	10-Apr-26	23-Apr-26				■															
A1550	Procurement of Mach Alert System	70	24-Apr-26	03-Aug-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>DOOR FRAMES/DOORS</b>																							
A1560	Subcontract to Contractor	5	18-Mar-26	24-Mar-26				■															
A1570	Review and Approval of Door Frames	10	06-Apr-26	17-Apr-26				■															
A1590	Review and Approval of Doors/Hardware	10	08-Apr-26	21-Apr-26				■															
A1580	Procurement of Door Frames	40	20-Apr-26	15-Jun-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1600	Procurement of Wood Doors	60	22-Apr-26	16-Jul-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1610	Procurement of Door Hardware	50	22-Apr-26	01-Jul-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
A1700	Procurement of Metal Doors	40	22-Apr-26	17-Jun-26				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
<b>ROOF SYSTEM</b>																							
A1620	Subcontract to Contractor	5	18-Mar-26	24-Mar-26				■															
A1650	Review and Approval of Iso Board PD	10	01-Apr-26	14-Apr-26				■															

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

Activity ID	Activity Name	Orig Dur	Start	Finish	2026												2027						
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
A1630	Review and Roof Membrane PD	10	06-Apr-26	17-Apr-26				■															
A1660	Procurement of Iso Board	30	15-Apr-26	27-May-26				■	■	■													
A1640	Procurement of Roof Membrane	40	20-Apr-26	15-Jun-26				■	■	■	■	■											
<b>ROLL UP DOORS</b>																							
A1670	Subcontract to Contractor	5	31-Mar-26	06-Apr-26				■															
A1680	Review and Approval Roll up Door PD/SD	10	21-Apr-26	04-May-26				■															
A1690	Procurement of Roll up Doors	70	05-May-26	12-Aug-26				■	■	■	■	■	■	■									
<b>STOREFRONT/GLAZING</b>																							
A1710	Subcontract to Contractor	5	25-Mar-26	31-Mar-26				■															
A1720	Review and Approval of Storefronts/Hardware PD & SD	10	17-Apr-26	30-Apr-26				■															
A1730	Procurement of Storefront System	40	01-May-26	26-Jun-26				■	■	■	■	■											
A1740	Procurement of Glazing	40	01-May-26	26-Jun-26				■	■	■	■	■											
<b>MILLWORK</b>																							
A1750	Subcontract to Contractor	5	27-Mar-26	02-Apr-26				■															
A1760	Review and Approval of Millwork SD	10	24-Apr-26	07-May-26				■															
A1770	Procurement of Millwork	40	08-May-26	06-Jul-26				■	■	■	■	■	■										
<b>CONSTRUCTION</b>																							
<b>SITE</b>																							
A1780	Mobilization	4	16-Mar-26	19-Mar-26				■															
A1790	Install Silt Fence	3	27-Mar-26	31-Mar-26				■															
A1800	Install of Construction Fence	4	01-Apr-26	06-Apr-26				■															
A1820	Install Temp Power	3	01-Apr-26	03-Apr-26				■															
A1810	Clear and Grub	5	07-Apr-26	13-Apr-26				■															
A1830	Balance Site	5	14-Apr-26	20-Apr-26				■															
A1840	Stabilized Access	3	21-Apr-26	23-Apr-26				■															
A1850	Building Pad	14	24-Apr-26	13-May-26				■															
A1860	Storm Structure/Pipe	7	14-May-26	22-May-26				■															
A1870	Electrical Primary/Secondaries	6	14-May-26	21-May-26				■															
A2540	Roof Drainage	5	26-May-26	01-Jun-26				■															
A1920	Retaining Wall (Keystone)	10	08-Jun-26	19-Jun-26				■															
A1880	Set Grease Trap	4	17-Jul-26	22-Jul-26					■														
A1890	Set Oil Water Separator	4	17-Jul-26	22-Jul-26					■														
A1900	Install Sanitary Pipe	4	23-Jul-26	28-Jul-26					■														
A1910	Water Main/Fire Main	4	29-Jul-26	03-Aug-26					■														
A2620	Equipment Pads Mechanical Yards	3	13-Aug-26	17-Aug-26					■														
A2530	Set Generator	2	09-Sep-26	10-Sep-26						■													
A1930	Underground Filtration System	20	09-Oct-26	05-Nov-26							■	■	■	■	■								
A1940	Rough Grade Site	5	06-Nov-26	12-Nov-26							■												
A1950	Fine Grade	4	13-Nov-26	18-Nov-26							■												
A2550	Concrete Sidewalks around Building	8	19-Nov-26	02-Dec-26							■	■	■	■	■								
A2590	D Curb	6	19-Nov-26	30-Nov-26							■	■	■	■	■								
A2610	Install Fence	6	19-Nov-26	30-Nov-26							■	■	■	■	■								
A2630	Grade/Rock for Mechanical yards	4	19-Nov-26	24-Nov-26							■	■	■	■									
A2570	Heavy Duty Asphalt Subgrade	5	01-Dec-26	07-Dec-26							■	■	■	■	■								
A2560	Heavy Duty Concrete Driveway	12	03-Dec-26	18-Dec-26							■	■	■	■	■	■							
A2580	Heavy Duty Asphalt Pavement	3	21-Dec-26	23-Dec-26							■	■	■										

■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone



Activity ID	Activity Name	Orig Dur	Start	Finish	2026												2027																			
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep											
A2830	Install Kitchen Hood	4	17-Nov-26	20-Nov-26													█	Install Kitchen Hood																		
A2170	Hang drywall walls	10	20-Nov-26	07-Dec-26													█	Hang drywall walls																		
A2190	Electrical Overhead Rough	15	20-Nov-26	14-Dec-26													█	Electrical Overhead Rough																		
A2350	Finish Interior Walls	15	08-Dec-26	30-Dec-26													█	Finish Interior Walls																		
A2660	Install Electrical Gear	4	15-Dec-26	18-Dec-26													█	Install Electrical Gear																		
A2690	Frame Hard Ceiling	6	16-Dec-26	23-Dec-26													█	Frame Hard Ceiling																		
A2700	Hang Hard Ceiling	5	28-Dec-26	04-Jan-27													█	Hang Hard Ceiling																		
A2360	Prime/1st Coat of Paint	6	31-Dec-26	08-Jan-27													█	Prime/1st Coat of Paint																		
A2670	Pull/Terminate Wires	15	31-Dec-26	22-Jan-27													█	Pull/Terminate Wires																		
A2710	Finish Hard Ceiling	10	05-Jan-27	19-Jan-27													█	Finish Hard Ceiling																		
A2860	Install Wood Doors/Hardware	8	11-Jan-27	21-Jan-27													█	Install Wood Doors/Hardware																		
A2990	Pull Data Cables	15	11-Jan-27	01-Feb-27													█	Pull Data Cables																		
A3160	Epoxy Floors Bathrooms	5	11-Jan-27	15-Jan-27													█	Epoxy Floors Bathrooms																		
A3170	Bathroom Fixtures	7	19-Jan-27	27-Jan-27													█	Bathroom Fixtures																		
A2720	Prime/1st Coat Hard Ceiling	5	20-Jan-27	26-Jan-27													█	Prime/1st Coat Hard Ceiling																		
A2740	Install of ACT Grid	8	27-Jan-27	05-Feb-27													█	Install of ACT Grid																		
A2750	Install Millwork	8	27-Jan-27	05-Feb-27													█	Install Millwork																		
A2810	Install Mini Split MDF	3	27-Jan-27	29-Jan-27													█	Install Mini Split MDF																		
A3180	Restroom Accessories	5	28-Jan-27	03-Feb-27													█	Restroom Accessories																		
A2850	Install Mach Alert System/Panel	3	01-Feb-27	03-Feb-27													█	Install Mach Alert System/Panel																		
A2730	Install Light Fixtures	10	08-Feb-27	22-Feb-27													█	Install Light Fixtures																		
A3140	Mechanical Trimout	7	08-Feb-27	17-Feb-27													█	Mechanical Trimout																		
A2840	Install ACT Tile	10	18-Feb-27	03-Mar-27													█	Install ACT Tile																		
A3010	Install Data Rack/Tray	3	23-Feb-27	25-Feb-27													█	Install Data Rack/Tray																		
A3120	Final Coat of Paint	6	04-Mar-27	11-Mar-27													█	Final Coat of Paint																		
A3230	Fire alarm Trimout	7	04-Mar-27	12-Mar-27													█	Fire alarm Trimout																		
A3130	Electrical Trimout	6	12-Mar-27	19-Mar-27													█	Electrical Trimout																		
A3150	Low Voltage Trimout	8	12-Mar-27	23-Mar-27													█	Low Voltage Trimout																		
A3100	Final Clean	4	16-Apr-27	21-Apr-27													█	Final Clean																		
<b>APARATUS BAY</b>																																				
A2910	Mechanical Overhead Rough	20	17-Nov-26	16-Dec-26													█	Mechanical Overhead Rough																		
A2930	Plumbing Overhead Rough	12	08-Dec-26	23-Dec-26													█	Plumbing Overhead Rough																		
A2940	Frame Hard Ceiling	10	17-Dec-26	04-Jan-27													█	Frame Hard Ceiling																		
A2920	Electrical Overhead Rough	20	22-Dec-26	22-Jan-27													█	Electrical Overhead Rough																		
A3070	Fire Sprinkler Rough	8	05-Jan-27	14-Jan-27													█	Fire Sprinkler Rough																		
A2950	Hang Hard Ceiling	10	25-Jan-27	05-Feb-27													█	Hang Hard Ceiling																		
A2960	Finish Hard Ceiling	15	08-Feb-27	01-Mar-27													█	Finish Hard Ceiling																		
A2900	Prime/1st Coat of Paint Wall/Ceiling	5	02-Mar-27	08-Mar-27													█	Prime/1st Coat of Paint Wall/Ceiling																		
A3030	Install Light Fixture	8	09-Mar-27	18-Mar-27													█	Install Light Fixture																		
A3040	Mechanical Trimout	7	09-Mar-27	17-Mar-27													█	Mechanical Trimout																		
A3050	Low Voltage Trimout	8	09-Mar-27	18-Mar-27													█	Low Voltage Trimout																		
A3060	Fire Alarm Trimout	5	09-Mar-27	15-Mar-27													█	Fire Alarm Trimout																		
A3080	Fire Sprinkler Trimout	2	09-Mar-27	10-Mar-27													█	Fire Sprinkler Trimout																		
A3200	Plumbing Trimout/Equipment	7	09-Mar-27	17-Mar-27													█	Plumbing Trimout/Equipment																		
A3220	Test and Balance	4	18-Mar-27	23-Mar-27													█	Test and Balance																		
A3090	Electrical Trimout	7	19-Mar-27	29-Mar-27													█	Electrical Trimout																		

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone



Section 6  
List of Solicited Subcontractors

GMP SECTION COVER



Seminole County Fire Station 25  
Section 6 - List of all solicited contractors

Trade/Scope	Company Name	City	County	Standing
01740 - Cleaning	Daisy Fresh Commercial Cleaning_ Inc.	Apopka	Orange	No Response
01740 - Cleaning	Kleen Sweep_ Inc.	Longwood	Seminole	Will Bid
01740 - Cleaning	Polished Perfection Cleaning Services_ Inc.	Orlando	Orange	No Response
022113 - Surveying	Allen & Company, Inc.	Winter Garden	Orange	Will Bid
022113 - Surveying	American Layout & Land Surveying, LLC	Orlando	Orange	No Response
022113 - Surveying	Leading Edge Land Services	Orlando	Orange	Will Bid
022113 - Surveying	Southeastern Surveying and Mapping Corpo	Orlando	Orange	Will Bid
033000 - Cast-in-Place Concrete	BNG Construction_ Inc.	Sanford	Seminole	Will Bid
033000 - Cast-in-Place Concrete	Don King's Concrete, Inc.	Oviedo	Seminole	Won't Bid
033000 - Cast-in-Place Concrete	Frann Construction, Inc.	Apopka	Orange	Will Bid
033000 - Cast-in-Place Concrete	Leo's Concrete	Palm Bay	Brevard	Will Bid
033000 - Cast-in-Place Concrete	Mack Contracting	Orlando	Orange	Will Bid
033000 - Cast-in-Place Concrete	OLP Construction	Orlando	Orange	Won't Bid
033000 - Cast-in-Place Concrete	T&T Construction	Casselberry	Seminole	Will Bid
033000 - Cast-in-Place Concrete	Toltec Construction	Winter Garden	Orange	Will Bid
042200 - Concrete Masonry Unit	Ambach Masonry Construction Inc.	Sorrento	Sorrento	Won't Bid
042200 - Concrete Masonry Unit	Lighthouse Masonry	Apopka	Orange	Will Bid
042200 - Concrete Masonry Unit	Pyramid Masonry Contractors	Orlando	Orange	Will Bid
042200 - Concrete Masonry Unit	Stonewall Masonry	Sanford	Seminole	Will Bid
042200 - Concrete Masonry Unit	The Stowell Company Inc	Winter Garden	Orange	No Response
042200 - Concrete Masonry Unit	VMG Construction Inc	Winter Garden	Orange	Will Bid
044313 - Stone Masonry & Veneer	Garth Schweizer Landscaping	Sanford	Seminole	Will Bid
051200 - Structural Steel Framing	Fabco Metal Products	Daytona Beach	Volusia	Won't Bid
051200 - Structural Steel Framing	FEMA CONSTRUCTION	Orlando	Orange	Will Bid
051200 - Structural Steel Framing	Industrial Steel_ LLC	Titusville	Brevard	Will Bid
051200 - Structural Steel Framing	Met-Con Inc.	Cocoa	Brevard	Won't Bid
051200 - Structural Steel Framing	Steel Fabricators, LLC	Orlando	Orange	Won't Bid
051200 - Structural Steel Framing	United Steel Works	Clearwater	Pinellas	Will Bid
062200 - Millwork	Cabinet Makers of Central Florida, LLC	Apopka	Orange	No Response
062200 - Millwork	Creative Concepts of Orlando	longwood	Seminole	No Response
062200 - Millwork	CWAC Custom Woodworking & Cabinetry, LI	Kissimmee	Orange	Will Bid
062200 - Millwork	D & R Cabinetry Inc.	Orlando	Orange	No Response
062200 - Millwork	Division Remod LLC	Orlando	Orange	No Response
062200 - Millwork	Glenco Industries I, LLC	Orlando	Orange	Will Bid
062200 - Millwork	SMI Cabinetry	Orlando	Orange	No Response
062200 - Millwork	The Barfield Group, LLC	Gainesville	Alachua	No Response
071000 - Dampproofing & Waterproofing	3MG Roofing	Winter Park	Orange	No Response
071000 - Dampproofing & Waterproofing	Central Florida Waterproofing_ Inc.	Sanford	Seminole	No Response
071000 - Dampproofing & Waterproofing	Dennaoui, Inc.	Orlando	Orange	Will Bid
071000 - Dampproofing & Waterproofing	General Caulking and Coatings Company	Oviedo	Seminole	Will Bid
074213 - Metal and Composite Panel System	Dennaoui, Inc.	Orlando	Orange	Will Bid
074213 - Metal and Composite Panel System	KBI Services	Gastonia	NC	Won't Bid
074213 - Metal and Composite Panel System	N-RG Cladding	Apopka	Orange	Will Bid
074213 - Metal and Composite Panel System	Quality Metals, Inc.	Sanford	Seminole	Will Bid
075000 - Roofing	3MG Roofing	Winter Park	Orange	No Response
075000 - Roofing	Architectural Sheet Metal, Inc.	Orlando	Orange	Will Bid
075000 - Roofing	Atlas-Apex Roofing LLC	Fort Lauderdale	Broward	No Response
075000 - Roofing	Century Roofing Specialists	Sanford	Seminole	Will Bid
075000 - Roofing	Core Roofing Systems, Inc.	Orlando	Orange	Will Bid
075000 - Roofing	Hartford South LLC	Orlando	Orange	No Response
075000 - Roofing	Martin Roofing Services	Winter Park	Orange	Will Bid
075000 - Roofing	Skylight Roofing	Orlando	Orange	No Response
078100 - Sprayed Applied Fireproofing	Dennaoui, Inc.	Orlando	Orange	Will Bid
078100 - Sprayed Applied Fireproofing	Fire Stop Systems, LLC	Naples	Collier	No Response
078100 - Sprayed Applied Fireproofing	Florida Firestop Systems	Winter Park	Orange	Will Bid
081000 - Doors & Frames	Allied Door & Hardware	Cocoa	Brevard	No Response
081000 - Doors & Frames	Architctural Aluminum Techniques	Orlando	Orange	No Response
081000 - Doors & Frames	C & S Supply, LLC.	Orlando	Orange	No Response
081000 - Doors & Frames	DH Pace	Olathe	KS	No Response
081000 - Doors & Frames	Genesis Door and Hardware_ Inc.	Gainesville	Alachua	Will Bid
081000 - Doors & Frames	New Image Window and Door	Ocoee	Orange	No Response
081000 - Doors & Frames	Taylor Cotton & Ridley Inc	Orlando	Orange	Will Bid

Seminole County Fire Station 25  
Section 6 - List of all solicited contractors

Trade/Scope	Company Name	City	County	Standing
083300 - Coiling Doors & Grilles	Allied Door & Hardware	Cocoa	Brevard	No Response
083300 - Coiling Doors & Grilles	American Roll Up Door - Orlando	Orlando	Orange	No Response
083300 - Coiling Doors & Grilles	American Roll-Up Door	Orlando	Orange	Will Bid
083300 - Coiling Doors & Grilles	DH Pace	Olathe	KS	No Response
083300 - Coiling Doors & Grilles	Overhead Door Company of Daytona	Daytona Beach	Volusia	No Response
083300 - Coiling Doors & Grilles	Overhead Door Company of Daytona	Daytona Beach	Volusia	No Response
084000 - Entrances, Storefronts & Curtain Wall	Alerion Door & Glass, Inc	Cocoa	Brevard	No Response
084000 - Entrances, Storefronts & Curtain Wall	Architectural Aluminum Techniques	Orlando	Orange	Undecided
084000 - Entrances, Storefronts & Curtain Wall	Architectural Glass Services, Inc.	Orlando	Orange	No Response
084000 - Entrances, Storefronts & Curtain Wall	CT Windows_ Inc. dba Architectural Alumini	Orlando	Orange	Will Bid
084000 - Entrances, Storefronts & Curtain Wall	Diamond Architectural Glass, Inc	Longwood	Seminole	Will Bid
084000 - Entrances, Storefronts & Curtain Wall	Diamond Glass Company	Sanford	Seminole	No Response
084000 - Entrances, Storefronts & Curtain Wall	Lake Glass & Mirror	Leesburg	Lake	No Response
084000 - Entrances, Storefronts & Curtain Wall	New Image Window & Door Inc.	Sanford	Seminole	No Response
084000 - Entrances, Storefronts & Curtain Wall	Pitts Glass Inc.	Bunnell	Flagler	Will Bid
092000 - Drywall & Framing	A&W Construction Services, Inc.	Daytona beach	Volusia	Will Bid
092000 - Drywall & Framing	APD Construction_ LLC	Orlando	Orange	No Response
092000 - Drywall & Framing	Cherry Coatings	Farmers Branch	TX	No Response
092000 - Drywall & Framing	Drywall Elements, LLC	Orlando	Orange	Will Bid
092000 - Drywall & Framing	Kenpat Central Florida, LLC	Apopka	Orange	No Response
092000 - Drywall & Framing	SJS Drywall & Texture	Winter Garden	Orange	Won't Bid
092000 - Drywall & Framing	SJS DRYWALL & TEXTURE	Winter Garden	Orange	Won't Bid
092000 - Drywall & Framing	SJS Finishing Contractors Inc	Largo	Pinellas	No Response
092000 - Drywall & Framing	Strategic Surfaces	Melbourne	Brevard	Won't Bid
092000 - Drywall & Framing	The Stowell Company Inc	Winter Garden	Orange	No Response
092000 - Drywall & Framing	United Wall Systems	Winter Garden	Orange	Won't Bid
092100 - Stucco	3MG Roofing	Winter Park	Orange	No Response
092100 - Stucco	A W Baylor Versapanel Plastering, Inc.	Ormond Beach	Ormond Beach	No Response
092100 - Stucco	Bradleigh Applications	Apopka, FL	Orange, FL	No Response
092100 - Stucco	Darren McCaffery Stucco	St. Cloud	Orange	No Response
092100 - Stucco	Mader Southeast, Inc.	Orlando	Orange	Won't Bid
092100 - Stucco	The Stowell Company Inc	Winter Garden	Orange	No Response
092100 - Stucco	United Wall Systems	Winter Garden	Orange	No Response
093000 - Tiling	AJ Flooring Specialist Services	Ocoee	Orange	Will Bid
093000 - Tiling	Certified Finishes, Inc.	Orlando	Orlando	Will Bid
093000 - Tiling	Cherry Coatings	Farmers Branch	TX	No Response
093000 - Tiling	Designers West Interiors, Inc.	Orlando	Orange	Won't Bid
093000 - Tiling	International Flooring, Inc.	Orlando	Orange	Won't Bid
093000 - Tiling	Spectra Contract Flooring	Longwood	Seminole	Will Bid
093000 - Tiling	Teal Tile Carpet One	Starke	Starke	No Response
096000 - Flooring	AJ Flooring Specialist Services	Ocoee	Orange	Will Bid
096000 - Flooring	Certified Finishes, Inc.	Orlando	Orlando	Will Bid
096000 - Flooring	Cherry Coatings	Farmers Branch	TX	No Response
096000 - Flooring	Designers West Interiors, Inc.	Orlando	Orange	Won't Bid
096000 - Flooring	International Flooring, Inc.	Winter Garden	Orange	Won't Bid
096000 - Flooring	Spectra Contract Flooring	Longwood	Seminole	Will Bid
096000 - Flooring	Teal Tile Carpet One	Starke	Starke	No Response
098000 - Acoustic Treatments	A&W Construction Services, Inc.	Daytona beach	Volusia	Will Bid
098000 - Acoustic Treatments	Acousti Engineering	Orlando	Orange	No Response
098000 - Acoustic Treatments	Cherry Coatings	Farmers Branch	TX	No Response
098000 - Acoustic Treatments	Dennaoui, Inc.	Orlando	Orange	Will Bid
098000 - Acoustic Treatments	Southern Acoustics Inc	Casselberry	Seminole	Will Bid
098000 - Acoustic Treatments	Strategic Surfaces	Melbourne	Brevard	Won't Bid
098000 - Acoustic Treatments	The Stowell Company Inc	Winter Garden	Orange	No Response
099000 - Painting & Coatings	A & L Statewide Painting	St Cloud	St Cloud	Will Bid
099000 - Painting & Coatings	Cherry Coatings	Farmers Branch	TX	No Response
099000 - Painting & Coatings	Dunkman Paint & Wallcovering, LLC, WMBE	SANFORD	Seminole	Will Bid
099000 - Painting & Coatings	Five Seasons Painting LLC	Sanford	Seminole	No Response
099000 - Painting & Coatings	Intex Coatings, LLC	Lake Buena Vista	Orange	Will Bid
099000 - Painting & Coatings	Percopo Coatings Company	Longwood	Seminole	Will Bid
099000 - Painting & Coatings	Silva's Painting & General Services_ LLC	Orlando	Orange	Won't Bid
099000 - Painting & Coatings	Stewart Commercial Painting	Eustis	Lake	Will Bid
099000 - Painting & Coatings	VVid Painting LLC	Winter Garden	Orange	No Response

Seminole County Fire Station 25  
Section 6 - List of all solicited contractors

Trade/Scope	Company Name	City	County	Standing
099656 - Epoxy Coatings	Hot Spray	Orlando	Orange	Will Bid
099656 - Epoxy Coatings	PremUS Coatings	Orlando	Orange	Will Bid
099656 - Epoxy Coatings	Scaife Enterprises	Dade City	Pasco	Will Bid
099656 - Epoxy Coatings	Southland Concrete Creations	Palmetto	Manatee	Will Bid
099656 - Epoxy Coatings	Stonhard	Maple Shade	NJ	Will Bid
101400 - Signage	AlphaGraphics	Lake Mary	Seminole	Will Bid
101400 - Signage	Environmental Graphics	Odessa	TX	No Response
101400 - Signage	Modulux Carolinas	Fort Mill	SC	Will Bid
101400 - Signage	Southeastern Lighting Solutions	Daytona Beach	Volusia	No Response
101400 - Signage	Southern Storage Systems, Inc	Sanford	Seminole	Will Bid
101400 - Signage	Vital Signs of Orlando_ Inc.	Apopka	Orange	Will Bid
101400 - Signage	White Sign Company, LLC	Debary	Volusia	Will Bid
102000 - Specialties	DDTEN,LLC	Casselberry	Seminole	No Response
102000 - Specialties	Guardian Fueling Technologies	Jacksonville	Duval	No Response
102000 - Specialties	Interior Specialties, Inc.	Altamonte Springs	Seminole	Will Bid
102000 - Specialties	Mardale Specialties Direct Inc	Clearwater	Pinellas	No Response
102000 - Specialties	Patterson Pope	Lake Mary	Seminole	No Response
102000 - Specialties	Southern Storage Systems, Inc	Sanford	Seminole	Will Bid
102000 - Specialties	White Sign Company, LLC	Debary	Volusia	Will Bid
105100 - Lockers	Bell Architectural Specialties	Riverview	Hillsborough	No Response
105100 - Lockers	C & S Supply, LLC.	Orlando	Orange	No Response
105100 - Lockers	GearGrid LLC	Forest Lake	MN	No Response
105100 - Lockers	Southern Storage Systems, Inc	Sanford	Seminole	Will Bid
107300 - Awnings & Canopies	Peachtree Protective Covers, Inc.	Hiram	GA	No Response
107300 - Awnings & Canopies	Perfection Architectural Systems, Inc.	Orlando	Orange	Will Bid
107300 - Awnings & Canopies	Sundance Architectural Products, LLC	Orlando	Orange	No Response
107300 - Awnings & Canopies	The Awning Factory/Glazing Specialists	Orlando	Orange	No Response
107300 - Awnings & Canopies	Walt Dittmer & Sons, Inc. dba Dittmer Archi	Winter Springs	Seminole	No Response
112300 - Commercial Laundry Equipment	Laundry Pro of Florida, Inc.	Lakeland	Polk	No Response
112300 - Commercial Laundry Equipment	Southeastern Laundry Equipment	Altamonte Springs	Seminole	No Response
112300 - Commercial Laundry Equipment	Steiner Atlantic	Miami	Miami-Dade	No Response
113013 - Residential Appliances	Appliances of Orlando	Orlando	Orange	Will Bid
113013 - Residential Appliances	Ferguson Enterprises	Orlando	Orange	No Response
113013 - Residential Appliances	Milcarsky Appliance Center	Longwood	Seminole	No Response
122000 - Window Treatments	VBM Window Fashions	Longwood	Seminole	No Response
122000 - Window Treatments	VU Window Treatments by Verticals Unlimit	Orlando	Orange	No Response
122000 - Window Treatments	Wild Oak Holding_ Inc.	Longwood	Seminole	Will Bid
123000 - Casework	C&T Design & Equipment	Shelbyville	IN	No Response
123000 - Casework	Division Remod LLC	Orlando	Orange	No Response
123000 - Casework	FSF Manufacturing, Inc.	Oviedo	Seminole	No Response
125170 - Consoles & Workstations	Business Office Systems	Lake Mary	Seminole	Will Bid
125170 - Consoles & Workstations	Designers West Interiors, Inc.	Orlando	Orange	Won't Bid
125170 - Consoles & Workstations	Empire Office	Orlando	Orange	No Response
125170 - Consoles & Workstations	Pro Audio Video, Inc. (formerly, The Integrat	Rockledge	Brevard	No Response
210000 - Fire Suppression	AIT Mechanical	Orlando	Orange	Will Bid
210000 - Fire Suppression	Century Fire Protection, Inc.	Orlando	Orange	No Response
210000 - Fire Suppression	Comfort Temp	Gainesville	Alachua	No Response
210000 - Fire Suppression	Cox Fire Protection Inc.	Tampa	Hillsborough	No Response
210000 - Fire Suppression	Southern Fire Protection of Orlando, Inc.	Sanford	Seminole	Will Bid
210000 - Fire Suppression	Summit Fire & Security	Sanford	Seminole	Will Bid
210000 - Fire Suppression	Titan Fire Protection, Inc	LARGO	Pinellas	Will Bid
220000 - Plumbing & Fixtures	Bay To Bay Balancing, Inc.	Lutz	Hillsborough	No Response
220000 - Plumbing & Fixtures	Comfort Temp	Gainesville	Alachua	No Response
220000 - Plumbing & Fixtures	Energy Air, Inc.	Orlando	Orange	Will Bid
220000 - Plumbing & Fixtures	Heichel Plumbing, Inc.	Winter Garden	Orange	Will Bid
220000 - Plumbing & Fixtures	Modern Plumbing Industries Inc	Winter Springs	Seminole	Will Bid
220000 - Plumbing & Fixtures	Paramount Plumbing Inc	Orlando	Orange	No Response
220000 - Plumbing & Fixtures	Tharp Plumbing Systems Inc	Orlando	Orange	No Response
230000 - HVAC	AIT Mechanical	Orlando	Orange	Will Bid
230000 - HVAC	Comfort Temp	Gainesville	Alachua	No Response
230000 - HVAC	COR3 Mechanical	Maitland	Orange	Will Bid
230000 - HVAC	Energy Air, Inc.	Orlando	Orange	Will Bid
230000 - HVAC	Stark Tech (Shaw Mechanical)	Orlando	Orange	Will Bid

Seminole County Fire Station 25  
Section 6 - List of all solicited contractors

Trade/Scope	Company Name	City	County	Standing
230593 - Test & Balance	Air Balance Unlimited	Sorrento	Lake	Will Bid
230593 - Test & Balance	Bay To Bay Balancing, Inc.	Lutz	Hillsborough	No Response
230593 - Test & Balance	Integra Testing Services - Florida	Lauderhill	Broward	Will Bid
230593 - Test & Balance	Palmetto Air & Water Balance	Lutz	Hillsborough	No Response
230593 - Test & Balance	Southern Independent Testing Agency, Inc. ( Lutz	Lutz	Hillsborough	No Response
230593 - Test & Balance	Tabco International	JACKSONVILLE	Duval	No Response
231200 - Facility Fuel Pumps	Guardian Fueling Technologies	Sanford	Seminole	No Response
231200 - Facility Fuel Pumps	J F Petroleum Group	Morrisville	NC	Undecided
260000 - Electrical & Fixtures	Boys Electrical Contractors, LLC	Melbourne	Brevard	Will Bid
260000 - Electrical & Fixtures	Grassland Enterprises_ Inc.	Orlando	Orange	Will Bid
260000 - Electrical & Fixtures	Michaels Lighting and Electric	Orlando	Orange	No Response
260000 - Electrical & Fixtures	Morton Electric, Inc.	Sanford	Seminole	Won't Bid
260000 - Electrical & Fixtures	Pro Wiring Solutions	Orlando	Orange	No Response
260000 - Electrical & Fixtures	TECC	Osteen	Orange	Won't Bid
260000 - Electrical & Fixtures	Terry's Electric	Kissimmee	Orange	Will Bid
262000 - Low-Voltage Electrical	BCI Integrated Solutions	Tampa	Hillsborough	No Response
262000 - Low-Voltage Electrical	Infinity AV and Security	Sanford	Seminole	Will Bid
262000 - Low-Voltage Electrical	Morton Electric, Inc.	Sanford	Seminole	Won't Bid
263000 - Electrical Generators	ACF Standby Systems	Orlando	Orange	Will Bid
263000 - Electrical Generators	TAW Power Systems, Inc	Orlando	Orange	Will Bid
263000 - Electrical Generators	Ring Power Systems-CAT	Riverview	Hillsborough	Will Bid
272000 - Data Communications	Millan Enterprise LLC	Clermont	Lake	Will Bid
272000 - Data Communications	Network Cabling Services, INC.	Longwood	Seminole	No Response
272000 - Data Communications	Pro Audio Video, Inc.	Rockledge	Brevard	No Response
272000 - Data Communications	Pro Wiring Solutions	Orlando	Orange	No Response
272000 - Data Communications	Southern Storage Systems, Inc	Sanford	Seminole	Will Bid
274100 - Audio-Visual Systems	Millan Enterprise LLC	Clermont	Lake	Will Bid
274100 - Audio-Visual Systems	Pro Audio Video, Inc.	Rockledge	Brevard	No Response
275123 - Paging & Intercom	Infinity AV and Security	Longwood	Seminole	No Response
275123 - Paging & Intercom	Millan Enterprise LLC	Clermont	Clermont	Will Bid
283000 - Security Detection, Alarm & Monitoring	Mach Alert, Inc.	Brandon	Hillsborough	No Response
283000 - Security Detection, Alarm & Monitoring	Pro Audio Video, Inc.	Rockledge	Brevard	No Response
283000 - Security Detection, Alarm & Monitoring	Summit Fire & Security	Sanford	Seminole	Will Bid
312000 - Sitework	C&H Development	Geneva	Seminole	Will Bid
312000 - Sitework	CCC Site Development LLC	Orlando	Orange	Will Bid
312000 - Sitework	Hazen Construction	New Smyrna	Volusia	Undecided
312000 - Sitework	Legends Site and Underground Developmen	Ocoee	Orange	Undecided
312000 - Sitework	Mack Contracting	Orlando	Orange	Will Bid
312000 - Sitework	Marlin Construction	Winter Garden	Orange	No Response
312000 - Sitework	Phillips Heavy Civil	Robbinsville	Pasco	Will Bid
312000 - Sitework	Tomoka Construction Services	Daytona Beach	Volusia	Won't Bid
323100 - Fences & Gates	All Rite Fence Co	Orlando	Orange	Will Bid
323100 - Fences & Gates	Armstrong Fence Co	Jacksonville	Duval	Will Bid
323100 - Fences & Gates	KMG FENCE LLC	Apopka	Orange	No Response
323100 - Fences & Gates	Smith Fence Company	Clearwater	Pinellas	Will Bid
323100 - Fences & Gates	Sterling Enterprises, L.L.C.	Lake Helen	Volusia	No Response
323100 - Fences & Gates	West Florida Fence	Tampa	Hillsborough	Will Bid

Seminole County Fire Station 25  
Section 6 - List of all solicited contractors

Trade/Scope	Company Name	City	County	Standing
328000 - Landscaping & Irrigations	Capital Maintenance & Landscaping, Inc.	Brooksville	Hernando	Will Bid
328000 - Landscaping & Irrigations	CEPRA Landscape, LLC	Wildwood	Sumter	Won't Bid
328000 - Landscaping & Irrigations	Down To Earth Landscape, LLC	Maitland	Orange	No Response
328000 - Landscaping & Irrigations	Garth Schweizer Landscaping	Sanford	Seminole	Will Bid
328000 - Landscaping & Irrigations	Leading Edge Land Services	Orlando	Orange	No Response
328000 - Landscaping & Irrigations	LSP Nursery Inc	Palm Bay	Brevard	No Response
328000 - Landscaping & Irrigations	Roots Outdoor Development Inc.	Oviedo	Seminole	Will Bid
328000 - Landscaping & Irrigations	Ruppert Landscape	Oviedo	Seminole	Will Bid
328000 - Landscaping & Irrigations	The Greenery, Inc.	Hilton Head Island	SC	Won't Bid
328000 - Landscaping & Irrigations	White Oaks Landscape	Orlando	Orange	Will Bid

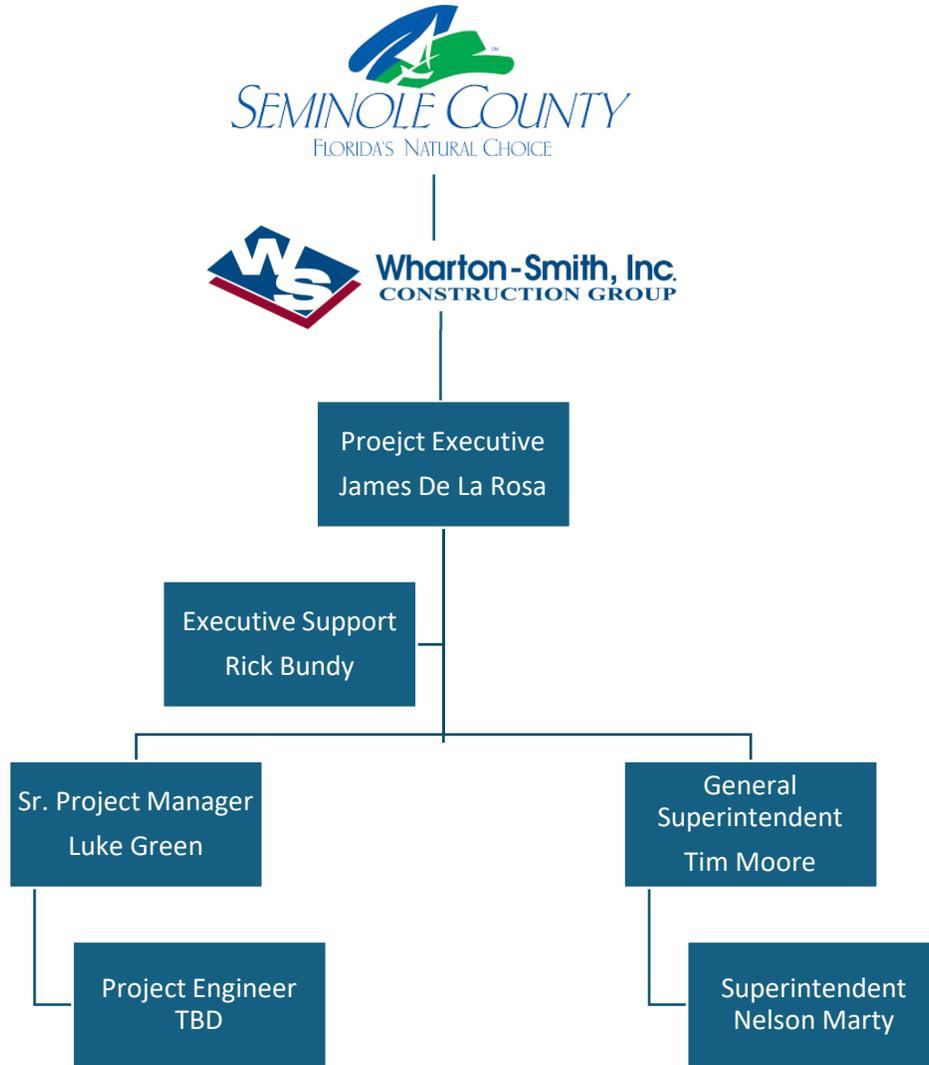
Section 7  
Personnel Chart

GMP SECTION COVER



CMAR Agreement for Fire Department Capital Improvement Projects  
PS-6030-24/MAG  
Construction of Fire Station 25  
Guaranteed Maximum Price Proposal

Section 7  
Construction Manager's Personnel Chart for Construction



Section 8  
Document Log

GMP SECTION COVER



Deliverable: GMP  
 Owner: Seminole County  
 Project: Seminole County Fire Station #25

Doc Type: Drawings  
 Architect: Shenkel Shultz  
 Titled: Seminole County Fire Station #25  
 Dated: 12/16/24  
 Phase: Permit/Bid Documents - Conformed with Addendum 1

Sheet No.	Sheet Title	Issue Date	Add 1	Rev. 2
G000	COVER	12/16/24	11/14/25	
G001	GENERAL INFORMATION AND ABBREVIATIONS	12/16/24		
G010	CODE SUMMARY & CALCULATIONS	12/16/24		
G021	UL ASSEMBLIES	12/16/24	11/14/25	
G022	UL ASSEMBLIES	12/16/24	11/14/25	
G031	PARTITION TYPES & NOTES	12/16/24		
G032	TYPICAL PARTITION DETAILS	12/16/24		
G101	LIFE SAFETY PLAN	12/16/24	11/14/25	
C1	COVER SHEET	12/16/24	11/14/25	01/12/26
C2	CONSTRUCTION NOTES	12/16/24		01/12/26
C3	CONSTRUCTION NOTES	12/16/24		01/12/26
C4	CONSTRUCTION NOTES	12/16/24		01/12/26
C5	DEMOLITION & EROSION CONTROL PLAN	12/16/24	11/14/25	01/12/26
C6	GEOMETRY, SIGNAGE & STRIPING PLAN	12/16/24		01/12/26
C7	PAVING, GRADING, & DRAINAGE PLAN	12/16/24		01/12/26
C8	UTILITY PLAN	12/16/24		01/12/26
C9	CONSTRUCTION DETAILS	12/16/24		01/12/26
C10	CONSTRUCTION DETAILS	12/16/24		01/12/26
C11	CONSTRUCTION DETAILS	12/16/24		01/12/26
C12	CONSTRUCTION DETAILS	12/16/24		01/12/26
C13	CONSTRUCTION DETAILS	12/16/24		01/12/26
C14	CONSTRUCTION DETAILS	12/16/24		01/12/26
C15	CONSTRUCTION DETAILS	12/16/24		01/12/26
C16	CONSTRUCTION DETAILS	12/16/24		01/12/26
C17	CONSTRUCTION DETAILS	12/16/24		01/12/26
C18	CONSTRUCTION DETAILS			01/12/26
TP1	TREE PROTECTION PLAN & DETAILS	12/16/24		01/12/26
LA1	LANDSCAPE PLAN & DETAILS	12/16/24		01/12/26
IR1	IRRIGATION PLAN & DETAILS	12/16/24		01/12/26
IR2	IRRIGATION PLAN & DETAILS	12/16/24		01/12/26
LA2	LANDSCAPE PLAN & DETAILS	12/16/24		01/12/26
S001	STRUCTURAL GENERAL NOTES	12/16/24		
S002	GENERAL NOTES & ABBREVIATIONS	12/16/24		
S003	GENERAL NOTES, SYMBOL LEGEND & WIND DESIGN CRITERIA	12/16/24		
S101	FOUNDATION PLAN	12/16/24		
S102	FMEZZANINE FLOOR & LOW OOF FRAMING PLAN	12/16/24		
S103	HIGH ROOF FRAMING PLAN	12/16/24		
S201	FOUNDATION SECTIONS AND DETAILS	12/16/24		
S301	MEZZANINE AND ROOF RAMING SECTIONS AND DETAILS	12/16/24		
S401	SCHEDULES, SECTIONS AND DETAILS	12/16/24		
AS010	ARCHITECTURAL SITE PLAN	12/16/24	11/14/25	
A030	SLAB PLAN	12/16/24	11/14/25	
A101	ARCHITECTURAL FLOOR PLANS	12/16/24	11/14/25	
A121	DIMENSION PLANS	12/16/24	11/14/25	
A141	REFLECTED CEILING PLANS	12/16/24		
A151	ROOF PLAN & DETAILS	12/16/24		
A160	FINISH SCHEDULE	12/16/24	11/14/25	
A161	FLOOR FINISH PLAN	12/16/24		
A171	FURNITURE, FIXTURES & EQUIPMENT PLANS & SCHEDULES	12/16/24	11/14/25	
A172	RESIDENTIAL RANGE CUTSHEET	12/16/24		
A190	SIGNAGE TYPES & NOTES	12/16/24		
A191	SIGNAGE PLAN	12/16/24		

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 Project: Seminole County Fire Station #25

A201	EXTERIOR ELEVATIONS	12/16/24		
A202	EXTERIOR ELEVATIONS	12/16/24		
A251	INTERIOR ELEVATIONS	12/16/24		
A252	INTERIOR ELEVATIONS	12/16/24		
A261	TOILET ROOM ELEVATIONS	12/16/24	11/14/25	
A301	BUILDING SECTIONS	12/16/24	11/14/25	
A351	WALL SECTIONS	12/16/24		
A352	WALL SECTIONS	12/16/24		
A353	WALL SECTIONS	12/16/24		
A354	WALL SECTIONS	12/16/24		
A355	WALL SECTIONS	12/16/24		
A356	WALL SECTIONS 2	12/16/24		
A357	WALL SECTIONS 2	12/16/24		
A358	WALL SECTIONS 2	12/16/24		
A401	ENLARGED FLOOR PLANS	12/16/24	11/14/25	
A461	ENLARGED TOILET PLANS, FIXTURE & ACCESSORY SCHEDULE	12/16/24	11/14/25	
A501	DOOR, WINDOW & LOUVER TYPES & SCHEDULES	12/16/24		
A505	DOOR & WINDOW DETAILS	12/16/24		
A506	DOOR & WINDOW DETAILS	12/16/24		
A512	DOOR, WINDOW & LOUVER DETAILS	12/16/24		
A513	STOREFRONT ELEVATIONS	12/16/24		
A521	EXTERIOR DETAILS	12/16/24		
A522	EXTERIOR DETAILS	12/16/24		
A523	EXTERIOR DETAILS	12/16/24		
A524	EXTERIOR DETAILS	12/16/24		
A525	MISC EXTERIOR DETAILS	12/16/24		
A526	MISC EXTERIOR DETAILS	12/16/24		
A527	MISC EXTERIOR DETAIL	12/16/24		
A541	CEILING DETAILS	12/16/24		
A551	ROOF DETAILS	12/16/24		
A552	ROOF DETAILS	12/16/24		
A561	INTERIOR DETAILS	12/16/24		
A571	MILLWORK & CASEWORK PLANS, ELEVATIONS & DETAILS	12/16/24		
AR101	EXTERIOR 3D RENDERINGS - FRONT VIEWS	12/16/24		
AR102	EXTERIOR 3D RENDERINGS - REAR VIEWS	12/16/24		
M001	GENERAL NOTES -H.V.A.C.	12/16/24		
M101	FLOOR PLANS – H.V.A.C.	12/16/24	11/14/25	
M301	ENLARGED MEZZANINE & SOURCE CAPTURE EXHAUST PLAN – H.V.A.C.	12/16/24	11/14/25	
M510	DETAILS -H.V.A.C.	12/16/24		
M520	DETAILS -H.V.A.C.	12/16/24		
M530	PROPOSED LOUVER DETAILS -H.V.A.C.	12/16/24		
M540	PROPOSED FIRE DAMPER DETAILS -H.V.A.C.	12/16/24		
M550	PROPOSED FIRE DAMPER DETAILS -H.V.A.C.	12/16/24		
M601	SCHEDULES – H.V.A.C.	12/16/24	11/14/25	
M602	SOURCE CAPTURE EXHAUST SYSTEM -H.V.A.C.	12/16/24		
M603	SOURCE CAPTURE EXHAUST SYSTEM WIRING DIAGRAM -H.V.A.C.	12/16/24		
M604	KITCHEN HOOD SCHEDULES & DETAILS – H.V.A.C.	12/16/24	11/14/25	
M605	KITCHEN HOOD WIRING DIAGRAM – H.V.A.C.	12/16/24	11/14/25	
M701	CONTROLS -H.V.A.C.	12/16/24		
E001	GENERAL NOTES & LEGENDS -ELECTRICAL	12/16/24		
E002	LIGHTING SCHEDULE -ELECTRICAL	12/16/24		
E010	SITE PLAN – POWER & SYSTEMS	12/16/24	11/14/25	
E012	SITE PLAN -LIGHTING	12/16/24		
E013	SITE PHOTOMETRIC -ELECTRICAL	12/16/24		
E014	SITE LIGHTING -DETAILS	12/16/24		
E101	FLOOR PLANS - LIGHTING	12/16/24	11/14/25	
E151	LIGHTNING PROTECTION SYSTEM -ELECTRICAL	12/16/24		
E201	FLOOR PLANS - POWER	12/16/24	11/14/25	
E301	FLOOR PLANS – FIRE ALARM	12/16/24	11/14/25	

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 Project: Seminole County Fire Station #25

E401	FLOOR PLANS – TECHNOLOGY SYSTEMS	12/16/24	11/14/25
E501	DETAILS -ELECTRICAL	12/16/24	
E502	DETAILS -ELECTRICAL	12/16/24	
E503	DETAILS -ELECTRICAL	12/16/24	
E504	DETAILS -ELECTRICAL	12/16/24	
E505	DETAILS -ELECTRICAL	12/16/24	
E506	DETAILS -ELECTRICAL	12/16/24	
E507	DETAILS -ELECTRICAL	12/16/24	
E508	DETAILS -ELECTRICAL	12/16/24	
E601	POWER RISER DIAGRAM -ELECTRICAL	12/16/24	
E602	FIRE ALARM RISER DIAGRAM -ELECTRICAL	12/16/24	
E701	PANELS -SCHEDULES	12/16/24	
E702	PANELS - SCHEDULES	12/16/24	11/14/25
P001	GENERAL NOTES -PLUMBING	12/16/24	
P101	FOUNDATION FLOOR PLAN - PLUMBING	12/16/24	11/14/25
P102	FLOOR PLANS - PLUMBING	12/16/24	11/14/25
P301	SANITARY RISER DIAGRAM -PLUMBING	12/16/24	
P302	SANITARY RISER DIAGRAM -PLUMBING	12/16/24	
P303	DOMESTIC WATER RISER DIAGRAM - PLUMBING	12/16/24	11/14/25
P304	DOMESTIC WATER RISER DIAGRAM -PLUMBING	12/16/24	
P305	GAS RISER DIAGRAM	12/16/24	
P306	COMPRESSED AIR RISER DIAGRAM	12/16/24	
P401	DETAILS -PLUMBING	12/16/24	
P402 3	DETAILS -PLUMBING 3	12/16/24	
P601	SCHEDULES -PLUMBING	12/16/24	
P602	SCHEDULES -PLUMBING	12/16/24	
F001	GENERAL NOTES -FIRE PROTECTION	12/16/24	
F101	FLOOR PLAN -FIRE PROTECTION	12/16/24	
F102	MEZZANINE PLAN -FIRE PROTECTION	12/16/24	
F501	DETAILS -FIRE PROTECTION	12/16/24	
F502	DETAILS -FIRE PROTECTION	12/16/24	
F601	SCHEDULES -FIRE PROTECTION	12/16/24	
		12/16/24	

Doc Type: Specifications/Project Manual  
 Architect: Shenkel Shultz  
 Titled: Seminole Fire Station No. 25  
 Dated: 12/15/23  
 Phase: 100% Construction Documents

Spec No.	Spec Title	Issue Date
00 04 00	STATEMENT OF COMPLIANCE	12/15/23
00 05 00	ASBESTOS STATEMENT	12/15/23
00 31 32	SUBSURFACE INVESTIGATION REPORT OF GEOTECHNICAL STUDY SOIL BORINGS & PERMEABILITY TESTING, Dated 11/8/2022; Bechtol Engineering and Testing, Inc.	12/15/23
01 11 00	SUMMARY OF WORK	12/15/23
01 31 00	PROJECT MANAGEMENT AND COORDINATION	12/15/23
01 33 00	SUBMITTAL PROCEDURES	12/15/23
01 35 46	INDOOR AIR QUALITY MANAGEMENT	12/15/23
01 40 00	QUALITY REQUIREMENTS	12/15/23
01 42 00	REFERENCES	12/15/23
01 60 00	PRODUCT REQUIREMENTS	12/15/23
01 60 10	SUBSTITUTION REQUEST FORM	12/15/23
01 73 00	EXECUTION	12/15/23
01 74 19	CONSTRUCTION WASTE MANAGEMENT	12/15/23
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS	12/15/23
03 11 00	CONCRETE FORMING	12/15/23
03 20 00	CONCRETE REINFORCING	12/15/23

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 Owner: Seminole County  
 Project: Seminole County Fire Station #25

03 30 00	CAST-IN-PLACE CONCRETE	12/15/23		
03 35 43	SEALED CONCRETE FINISHING	12/15/23		
03 39 35	INTEGRALLY COLORED CONCRETE	12/15/23		
03 45 00	ARCHITECTURAL PRECAST SHAPES	12/15/23		
03 45 30	POLISHED CONCRETE SYSTEM	12/15/23		
04 05 13	MASONRY MORTARING	12/15/23		
04 05 16	MASONRY GROUTING	12/15/23		
04 05 23	MASONRY ACCESSORIES	12/15/23		
04 22 00	CONCRETE UNIT MASONRY	12/15/23		
04 40 14	MARBLE WINDOW SILLS	12/15/23		
05 12 00	STRUCTURAL STEEL FRAMING	12/15/23		
05 21 00	STEEL JOIST FRAMING	12/15/23		
05 31 00	STEEL DECKING	12/15/23		
05 40 00	COLD FORMED METAL FRAMING	12/15/23		
05 50 00	METAL FABRICATIONS	12/15/23		
05 52 13	PIPE AND TUBE RAILINGS	12/15/23		
05 75 00	DECORATIVE METAL SCREENS	12/15/23		
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	12/15/23		
06 16 00	SHEATHING	12/15/23		
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	12/15/23		
06 42 00	WOOD WALL PANELING	12/15/23		
07 13 13	SHEET MEMBRANE WATERPROOFING	12/15/23		
07 13 26	SELF-ADHERING SHEET WATERPROOFING	12/15/23		
07 16 13	CEMENT-BASED WATERPROOFING	12/15/23		
07 21 00	BUILDING INSULATION	12/15/23		
07 21 19	FOAMED-IN-PLACE INSULATION	12/15/23		
07 22 00	ROOF INSULATION	12/15/23		
07 24 12	DIRECT -APPLIED CEILING FINISH SYSTEM	12/15/23		
07 25 00	WEATHER BARRIERS	12/15/23		
07 26 10	UNDERSLAB VAPOR RETARDER	12/15/23		
07 42 13.13	FORMED METAL WALL PANELS	12/15/23		
07 42 13.23	METAL COMPOSITE MATERIAL PANELS	12/15/23		
07 42 93	METAL SOFFIT PANELS	12/15/23		
07 54 19	POLYVINYL-CHLORIDE (PVC) ROOFING	12/15/23		
07 62 00	SHEET METAL FLASHING AND TRIM	12/15/23		
07 72 33	ROOF HATCHES	12/15/23		
07 84 13	PENETRATION FIRESTOPPING	12/15/23		
07 92 00	JOINT SEALANTS	12/15/23		
08 11 13	HOLLOW METAL DOORS AND FRAMES	12/15/23		
08 14 16	FLUSH WOOD DOORS	12/15/23		
08 31 13	ACCESS DOORS AND FRAMES	12/15/23		
08 36 13	SECTIONAL OVERHEAD DOORS	12/15/23		
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	12/15/23		
08 71 00	DOOR HARDWARE	12/15/23		
08 80 00	GLAZING	12/15/23		
09 22 16	NON-STRUCTURAL METAL FRAMING	12/15/23		
09 24 00	CEMENT PLASTERING	12/15/23		
09 29 00	GYPSUM BOARD	12/15/23		
09 30 00	TILING	12/15/23		
09 51 13	ACOUSTICAL PANEL CEILINGS	12/15/23		
09 54 26	SUSPENDED WOOD CEILINGS	12/15/23		
09 54 33	DECORATIVE METAL PANEL CEILINGS	12/15/23		
09 65 13	RESILIENT BASE AND ACCESSORIES	12/15/23		
09 65 66	RESILIENT ATHLETIC SHEET FINISH	12/15/23		
09 67 00	EPOXY COATING SYSTEM	12/15/23		
09 91 00	PAINTING	12/15/23		
09 93 00	STAINING AND TRANSPARENT FINISHING	12/15/23		
10 11 00	VISUAL DISPLAY UNIT	12/15/23		
10 14 00	SIGNAGE	12/15/23		

Deliverable: GMP  
 Owner: Seminole County  
 Project: Seminole County Fire Station #25

10 14 16	PLAQUES	12/15/23		
10 26 00	WALL PROTECTION	12/15/23		
10 28 13	TOILET ACCESSORIES	12/15/23		
10 41 16	EMERGENCY KEY CABINETS	12/15/23		
10 43 13	DEFIBRILLATOR SPECIALTIES	12/15/23		
10 44 00	FIRE PROTECTION SPECIALTIES	12/15/23		
10 51 00	GEAR LOCKERS	12/15/23		
10 55 00	POSTAL SPECIALTIES	12/15/23		
10 75 00	FLAGPOLES	12/15/23		
10 73 16	ALUMINUM CANOPIES	12/15/23		
10 82 15	ALUMINUM-FRAMED SCREEN ENCLOSURES	12/15/23		
11 13 50	TELEVISION MOUNTING EQUIPMENT	12/15/23		
11 31 00	APPLIANCES	12/15/23		
11 76 00	FIRE STATION EQUIPMENT	12/15/23		
11 94 13	MISCELLANEOUS EQUIPMENT	12/15/23		
12 24 13	ROLLER WINDOW SHADES	12/15/23		
12 35 30	KITCHEN CASEWORK	12/15/23		
12 36 61	SIMULATED STONE COUNTERTOPS	12/15/23		
12 93 13	BICYCLE RACKS	12/15/23		
13 20 00	FUEL STORAGE TANK	12/15/23		
21 01 00	GENERAL FIRE PROTECTION PROVISIONS	12/15/23		
21 05 18	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	12/15/23		
21 05 29	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT	12/15/23		
21 05 53	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	12/15/23		
21 13 13	WET-PIPE SPRINKLER SYSTEMS	12/15/23		
21 13 16	DRY-PIPE SPRINKLER SYSTEMS	12/15/23		
22 00 01	PLUMBING, GENERAL REQUIREMENTS	12/15/23		
22 05 23	VALVES, COCKS AND SPECIALTIES FOR PLUMBING SYSTEMS	12/15/23		
22 05 53	IDENTIFICATION FOR PLUMBING PIPING, VALVES AND EQUIPMENT	12/15/23		
22 07 00	INSULATION FOR PLUMBING SYSTEMS	12/15/23		
22 11 19	DOMESTIC WATER PIPING	12/15/23		
22 13 16	SANITARY SEWER AND VENT PIPING	12/15/23		
22 13 17	CLEANOUTS AND CLEANOUT ACCESS COVERS	12/15/23		
22 13 19	FLOOR DRAINS	12/15/23		
22 13 20	TRENCH DRAINS	12/15/23		
22 14 13	STORM AND CONDENSATE DRAINAGE PIPING	12/15/23		
22 14 24	DIESEL FUEL PIPING	12/15/23		
22 15 13	COMPRESSED AIR EQUIPMENT, PIPING AND ACCESSORIES	12/15/23		
22 33 33	DOMESTIC WATER HEATERS, COMMERCIAL ELECTRIC	12/15/23		
22 34 36	COMMERCIAL, TANKLESS CONDENSING GAS WATER HEATERS	12/15/23		
22 40 05	PLUMBING FIXTURES AND TRIM	12/15/23		
23 01 00	GENERAL MECHANICAL PROVISIONS	12/15/23		
23 05 00	BASIC MECHANICAL MATERIALS AND METHODS	12/15/23		
23 05 13	ELECTRIC MOTORS, PREMIUM EFFICIENCY TYPE	12/15/23		
23 05 15	INSTRUCTIONS AND MAINTENANCE MANUALS	12/15/23		
23 05 16	HOUSEKEEPING PADS, CONCRETE	12/15/23		
23 05 29	HANGERS AND SUPPORTS	12/15/23		
23 05 48	VIBRATION ISOLATION EQUIPMENT	12/15/23		
23 05 53	IDENTIFICATION OF PIPING SYSTEMS AND EQUIPMENT	12/15/23		
23 05 93	PERFORMANCE VERIFICATION, PRELIMINARY	12/15/23		
23 05 94	PERFORMANCE VERIFICATION, FINAL	12/15/23		
23 07 00	INSULATION, HVAC	12/15/23		
23 23 13	REFRIGERANT PIPE, VALVES AND SPECIALTIES	12/15/23		
23 31 00	DUCTWORK	12/15/23		
23 33 00	DUCT SYSTEM ACCESSORIES	12/15/23		
23 34 24	FANS: IN-LINE CENTRIFUGAL, HEAVY DUTY	12/15/23		
23 37 13	AIR DISTRIBUTION DEVICES	12/15/23		
23 37 25	LOUVERS	12/15/23		
23 74 33	DEDICATED OUTDOOR AIR UNITS (DOAS)	12/15/23		

Deliverable: GMP  
 Owner: Seminole County  
 Project: Seminole County Fire Station #25

23 81 26	CONDENSING UNITS: AIR COOLED, HERMETIC	12/15/23		
23 81 27	AIR HANDLING UNITS, SPLIT SYSTEM	12/15/23		
23 81 31	DUCTLESS SPLIT SYSTEM AIR-CONDITIONING UNITS	12/15/23		
26 01 00	BASIC ELECTRICAL REQUIREMENTS	12/15/23		
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	12/15/23		
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	12/15/23		
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	12/15/23		
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	12/15/23		
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	12/15/23		
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	12/15/23		
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	12/15/23		
26 09 23	LIGHTING CONTROL DEVICES	12/15/23		
26 24 16	PANELBOARDS	12/15/23		
26 27 26	WIRING DEVICES	12/15/23		
26 28 13	FUSES	12/15/23		
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	12/15/23		
26 32 13	DIESEL EMERGENCY ENGINE GENERATORS	12/15/23		
26 36 00	TRANSFER SWITCHES	12/15/23		
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	12/15/23		
26 43 13	SURGE PROTECTION DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	12/15/23		
26 51 00	INTERIOR LIGHTING	12/15/23		
26 56 00	EXTERIOR LIGHTING	12/15/23		
27 00 00	COMMUNICATIONS	12/15/23		
27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS SYSTEMS	12/15/23		
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	12/15/23		
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	12/15/23		
27 05 53	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	12/15/23		
27 08 00	COMMISSIONING OF COMMUNICATIONS SYSTEMS	12/15/23		
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	12/15/23		
27 11 13	COMMUNICATIONS ENTRANCE PROTECTION	12/15/23		
27 41 33	CATV VIDEO DISTRIBUTION SYSTEM	12/15/23		
27 51 23	INTERCOM SYSTEM	12/15/23		
28 00 00	ELECTRONIC SAFETY AND SECURITY SYSTEMS	12/15/23		
28 05 00	COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY	12/15/23		
28 05 13	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY	12/15/23		
28 08 00	COMMISSIONING OF ELECTRONIC SAFETY AND SECURITY SYSTEMS	12/15/23		
28 46 21.11	ADDRESSABLE FIRE-ALARM SYSTEMS	12/15/23		
31 10 00	SITE CLEARING	12/15/23		
31 20 00	EARTH MOVING	12/15/23		
31 23 19	DEWATERING	12/15/23		
31 31 16	TERMITE CONTROL	12/15/23		
31 50 00	EXCAVATION SUPPORT AND PROTECTION	12/15/23		
32 12 16	ASPHALT PAVING	12/15/23		
32 13 13	CONCRETE PAVING	12/15/23		
32 31 13	CHAIN LINK FENCES AND GATES	12/15/23		
32 84 00	PLANTING IRRIGATION	12/15/23		
32 92 00	TURF AND GRASSES	12/15/23		
32 93 00	PLANTS	12/15/23		
33 05 00	COMMON WORK RESULTS FOR UTILITIES	12/15/23		

Doc Type:	RFI Responses RFI 001 Responses Dated 12/15/2025 RFI 002 Responses Dated 1/20/2026	
Doc Type:	Equipment Schedule Dated 12/15/2025	

**APPENDIX I  
AUTHORIZATION FOR CONSTRUCTION**

<b>EXHIBIT 1</b>	<b>INDEX OF PLANS AND SPECIFICATIONS</b>
<b>EXHIBIT 2</b>	<b>CONSTRUCTION SCHEDULE</b>
<b>EXHIBIT 3</b>	<b>CONSTRUCTION MANAGER’S PROJECT TEAM</b>
<b>EXHIBIT 4</b>	<b>SCHEDULE OF VALUES</b>
<b>EXHIBIT 5</b>	<b>UNIT PRICES</b>
<b>EXHIBIT 6</b>	<b>CONSTRUCTION MANAGER’S SUBCONTRACTORS AND SUPPLIERS CHART</b>
<b>EXHIBIT 7</b>	<b>QUALIFICATIONS AND ASSUMPTIONS AS REQUIRED BY Chapter 2, Article 2, Section 2.7.5.6</b>
<b>EXHIBIT 8</b>	<b>SCHEDULE OF ALLOWANCES</b>

**APPENDIX I  
AUTHORIZATION FOR CONSTRUCTION**

Pursuant to Chapter 1, Article 3 and Chapter 2, Article 2 of the Agreement for Construction Management between **Seminole County, Florida**, a political subdivision of the State of Florida (“OWNER”) and **Wharton-Smith, Inc.** (“CONSTRUCTION MANAGER”), the OWNER and the CONSTRUCTION MANAGER hereby execute this Appendix I and incorporate this Appendix I into PS-6030-24/MAG – Construction Manager at Risk (CMAR) Agreement for Fire Department Capital Improvement Projects - and further agree as set forth below.

1. **Guaranteed Maximum Price Proposal Acceptance:** The CONSTRUCTION MANAGER’s Guaranteed Maximum Price (“GMP”) proposal, including general conditions costs dated February 02, 2026, attached hereto and incorporated herein, is accepted by the OWNER.

2. **Construction Management Fee:** The Construction Management Fee is sixteen percent (16.0%) of the Cost of the Work, as defined in Chapter 2, Article 2, Section 2.7.2.3. This Management Fee shall not exceed the applicable fee in the attached bid sheet. The Management Fee shall be paid as follows:

- Percentage of the Cost of the Work; or
- Fixed Sum (Upon Owner’s sole discretion pursuant to Chapter 2, Article 2, Section 2.7.2.3).

3. **Subcontracts Costs:** The Subcontracts Cost is \$9,755,322.00.
4. **Estimated OWNER's Costs:** The Estimated OWNER's Costs, as defined in Chapter 2, Article 2, Subsection 2.7.3, shall be \$0.00
5. **Guaranteed Maximum Price:** The Guaranteed Maximum Price is \$12,215,498.56
6. **Substantial Completion Date:** The Date of Substantial Completion shall be April 23, 2027.
7. **Final Completion Date:** The Date of Final Completion shall be either: (1) 30-days after date of substantial completion; or if applicable, (2) 30-days after receipt of OWNER's statutorily required list of items required to be rendered complete, satisfactory, and acceptable, pursuant to section 218.735, Florida Statutes.
8. **Authorization to Proceed:** The OWNER hereby issues this Authorization for Construction. A separate formal Notice to Proceed (NTP) will be issued after the execution of the Work Order and upon satisfaction of all preconditions stated herein. The estimated date for the commencement of construction activities will be determined at the Work Order level. The CONSTRUCTION MANAGER is authorized to commence construction activities only upon receipt of the formal Notice to Proceed.
9. **Conditions Precedent:** The following conditions must be met before the commencement of construction:
  - All necessary permits and approvals
  - Required insurance documentation must be submitted and approved
10. **Exhibits:** This Appendix I shall include the following Exhibits:
  - Exhibit 1:** Index of Plans and Specifications
  - Exhibit 2:** Construction Schedule
  - Exhibit 3:** CONSTRUCTION MANAGER's Project Team
  - Exhibit 4:** Schedule of Values
  - Exhibit 5:** Unit Prices
  - Exhibit 6:** CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart
  - Exhibit 7:** Qualifications and Assumptions as required in Chapter 2, Article 2, Section 2.7.5.6
  - Exhibit 8:** Schedule of Allowances

ATTEST:

Wharton-Smith, Inc.

\_\_\_\_\_  
, Secretary

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

(CORPORATE SEAL)

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

ATTEST

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

ROBERT BRADLEY,  
Procurement Administrator

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its February 24,  
2026, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
CMP



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0180**

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**Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-020 in the amount of \$485,175 to establish funds for existing funding agreements for Job Growth Incentives (JGI's) and Qualified Target Industries (QTI's). Countywide (**Timothy Jecks, Management & Budget Director**) - Requesting Department - Economic Development and Tourism

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Wendy Aviles/(407)665-7182

**Background:**

The Board of County Commissioners may approve a business for either the Job Growth Incentive (JGI) program or the Qualified Target Industry (QTI) program. Upon approval, a project is established with corresponding budgeted funds as specified in the executed program agreement. However, these project funds are not always expended as budgeted within a fiscal year and therefore, require that the remaining balance be carried forward to the next fiscal year.

The attached BAR through the Economic Development Fund will carryforward the unexpended JGI/QTI project balances for open projects from the FY 2024/25 Budget to the FY 2025/26 Budget and establish funding for the existing funding agreements.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-020 in the amount of \$485,175 to establish funds for existing funding agreements for Job Growth Incentives (JGI's) and Qualified Target Industries (QTI's).

2026-R-

# BUDGET AMENDMENT REQUEST

BAR# 26-020

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: ADMINISTRATION / ECONOMIC DEVELOPMENT  
Fund(s): 00100 GENERAL FUND / 13100 ECONOMIC DEVELOPMENT

RM Recommendation	
W. AVILES	2/10/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

**PURPOSE:**

To appropriate funding in the amount of \$485,175 to establish funds for existing funding agreements for Job Growth Incentives (JGI) and Qualified Target Industries (QTI) and to appropriate an interfund transfer from General Fund Reserves in the amount of \$418,350.63 to the Economic Development Fund to offset the expenditure.

**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.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	13100	13100	399999		BEGINNING FUND BALANCE		3999990001	66,824.37
Revenue	13100	13100	381100	00100	TRANSFER IN		9109999910	418,350.63
Revenue								
Revenue								
<b>Total Sources</b>								<b>485,175.00</b>
Expenditure	13100	011101	580821		AID TO PRIVATE ORGANIZATIONS		8210111015	319,200.00
Expenditure	13100	011101	580821		AID TO PRIVATE ORGANIZATIONS		8210111016	162,000.00
Expenditure	13100	011101	580821		AID TO PRIVATE ORGANIZATIONS		8210111118	3,975.00
Expenditure	00100	014001	590910	13100	TRANSFER OUT		9109999910	418,350.63
Expenditure								
Expenditure								
<b>Expenditure Sub-Total</b>								<b>903,525.63</b>
Reserve	00100	999901	599998		RESERVE FOR CONTINGENCIES		9989999901	(418,350.63)
Reserve								
<b>Reserve Sub-Total</b>								<b>(418,350.63)</b>
<b>Total Uses</b>								<b>485,175.00</b>

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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 this meeting.

Attest:

By:

\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

\_\_\_\_\_  
Andria Herr, Chairman

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

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

Entered by the Management and Budget Office

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

Posted by the County Comptroller's Office

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

## FY26 JGI / QTI CARRYFORWARD

	AWARD DATE	AWARD AMOUNT	FY25		FY26		FY26 ACTUALS	FY26 CARRYFORWARD	FY26 BUDGET AFTER CARRYFORWARD
			CURRENT BUDGET	FY25 ACTUALS	FY25 AVAILABLE	CURRENT BUDGET			
<b>580821 AID TO PRIVATE ORGANIZATIONS</b>									
8210111015 DELOITTE CONSULTING PHASE 3	12/14/2021	480,000	480,000	160,800	319,200	-	-	319,200	319,200
8210111016 EXAMROOM.AI.CORP	11/14/2023	162,000	162,000	0	162,000	-	-	162,000	162,000
8210111102 AXIUM HEALTHCARE PHARMACY	12/8/2015	112,500	7,336	5,625	1,711	-	-	0	7,336
8210111118 UNITED PARCEL SERVICE QTI	2/12/2019	12,900	10,425	6,450	3,975	-	-	3,975	3,975
<b>Grand Total</b>		<b>767,400</b>	<b>659,761</b>	<b>172,875</b>	<b>486,886</b>	<b>0</b>	<b>0</b>	<b>485,175</b>	<b>485,175</b>

\*AXIUM PROJECT WAS COMPLETED IN FY25.

### 13100 ECONOMIC DEVELOPMENT FUND

CURRENT ASSETS	1,004,338.75
CURRENT LIABILITIES	25,593.54
FUND EQUITY - PERIOD ENDING 9/30/2025	978,745.21
FY26 CURRENT BEG FUND BALANCE (AFTER CF)	911,920.84
FY26 AVAILABLE BEG FUND BAL	66,824.37
FY26 BEG FUND BALANCE ADJ FOR BAR #26-020	485,175.00
DEFICIT - TRANSFER IN FROM GENERAL FUND	(418,350.63)



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0182**

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**Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-021 in the Fire Protection Fund to transfer \$525,000 from reserves for the replacement of the apparatus bay ceiling at Fire Station 11. District4 - Lockhart (**Timothy Jecks, Management & Budget Director**) Requesting Department - Fleet & Facilities

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Sara Carrick/(407)665-7180

**Background:**

Seminole County Fire Department personnel at Fire Station 11 reported apparent sagging in a portion of the apparatus bay ceiling. Seminole County Facilities subsequently engaged McCree Design Builders, Inc., a Central Florida firm providing general contracting and architectural services, to conduct an onsite evaluation. The evaluation identified sagging in multiple ceiling locations near the apparatus bay doors. It was observed that the apparatus bay door track braces were attached in the areas exhibiting sagging. An above ceiling inspection determined that portions of the ceiling framing were not properly connected, or had become disconnected, from framing members attached to the metal roof trusses, resulting in the observed sagging ceiling.

Based on these findings, McCree Design Builders, Inc. advised Seminole County that the condition represented a potential life safety concern and recommended that the apparatus bay be removed from service. Following the onsite observations and an engineering professional's review of the construction drawings, it was determined that removal and replacement of the apparatus bay ceiling is required.

The project will be completed in two (2) phases consisting of selective demolition of

the existing apparatus bay ceiling and construction of a new apparatus bay ceiling. To expedite commencement of demolition activities, the Fire Department's Sustainment Fund is being used to initially fund the project. Approval of the attached Budget Amendment Request (BAR) in the amount of \$525,000 will provide the funding necessary to complete installation of the new ceiling and to replenish the Fire Department's Sustainment Fund.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-021 in the Fire Protection Fund to transfer \$525,000 from reserves for the replacement of the apparatus bay ceiling at Fire Station 11.

2026-R-

# BUDGET AMENDMENT REQUEST

BAR# 26-021

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: FLEET & FACILITIES

Fund(s): FIRE PROTECTION FUND

RM Recommendation	
S.CARRICK	2/10/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

**PURPOSE:**

TO FUND THE REPLACEMENT OF THE APPARTUS BAY CEILING AT FIRE STATION 11 DUE TO STRUCTURAL ISSUES.

**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.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
<b>Total Sources</b>								<b>-</b>
Expenditure	11200	02005049	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	525,000
Expenditure								
Expenditure								
Expenditure								
Expenditure								
<b>Expenditure Sub-Total</b>								<b>525,000</b>
Reserve	11200	999912	599994		RESERVES FOR CAPITAL IMPROVEMENTS		9949999901	(525,000)
Reserve								
<b>Reserve Sub-Total</b>								<b>(525,000)</b>
<b>Total Uses</b>								<b>-</b>

### BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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 this meeting.

Attest:

By:

\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

\_\_\_\_\_  
Andria Herr, Chairman

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

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

Entered by the Management and Budget Office

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

Posted by the County Comptroller's Office

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

## COST TABLE - BAR 26-021 FIRE STATION 11 PROJECT (CIP#02005049)

### BUDGET DETAILS

PRIOR YEAR EXPENDITURES	5,201,059
FY26 CURRENT EXPENSES/ENCUMB	245,603
FY26 CURRENT BUDGET	290,026
AVAILABLE FUNDING	44,423
<b><i>PROPOSED BAR 26-021</i></b>	<b>525,000</b>
AMENDED FY26 AVAILABLE	569,423
TOTAL PROJECT COST	6,016,084
ARCHITECTURE/ENGINEERING SERVICES	38,665
PHASE 1 DEMOLITION	150,260
PHASE 2 CONSTRUCTION	275,000
CONTINGENCY 15%	61,075
<b>TOTAL COSTS</b>	<b>525,000</b>



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0202**

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**Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-022 in the 2024 Infrastructure Sales Tax Fund to transfer \$25,000,000 to the Central Florida Expressway Authority from reserves for the SR 417 Sanford Airport Connector Project. District5 -Herr (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Sara Carrick/(407)665-7180

**Background:**

On February 10, 2026, the Board of County Commissioners approved an interlocal agreement with the Central Florida Expressway Authority (CFX) related to the construction of an expressway connection between SR 417 and the Orlando Sanford International Airport. The agreement requires that within 30 days of final execution, the County make an initial payment of \$25,000,000 to CFX, which shall obligate CFX to achieve a 60% design milestone.

In FY28, a second payment of \$25,000,000 will be made to CFX, which shall be used toward property acquisition, pre-construction, and construction phases of the project. The total County contribution under the agreement is \$50,000,000.

The attached BAR will transfer \$25,000,000 from 2014 Infrastructure Sales Tax reserves to establish budget in the SR 417 Sanford Airport Connector Project (CIP 02607050) to make the first payment to CFX. Reserves in the 2014 Infrastructure Sales Tax Fund are currently budgeted at \$65.6M.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-022 in the 2024 Infrastructure Sales Tax Fund to transfer \$25,000,000 to the Central Florida Expressway Authority from reserves for the SR 417 Sanford Airport Connector Project.

2026-R-

# BUDGET AMENDMENT REQUEST

BAR# 26-022

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY  
Fund(s): 2024 INFRASTRUCTURE SALES TAX FUND

RM Recommendation	
S.CARRICK	2/12/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE: TO ESTABLISH FUNDING FOR DESIGN OF THE SR 417 SANFORD AIRPORT CONNECTOR 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.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							<b>Total Sources</b>	<b>-</b>
Expenditure	11580	02607050	580813		AID TO GOV AGENCIES		8139999901	25,000,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							<b>Expenditure Sub-Total</b>	<b>25,000,000.00</b>
Reserve	11580	999980	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	(25,000,000.00)
Reserve								
							<b>Reserve Sub-Total</b>	<b>(25,000,000.00)</b>
							<b>Total Uses</b>	<b>-</b>

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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 this meeting.

Attest:  
\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

By:  
\_\_\_\_\_  
Andria Herr, Chairman

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

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

Entered by the Management and Budget Office

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

Posted by the County Comptroller's Office

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



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

**File Number: 2026-0210**

**Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-023 in the 2024 Infrastructure Sales Tax Fund to transfer \$6,500,000 from reserves for FY26 design and other pre-construction services for the Five Points County Administration Building project. District4 Lockhart (**Timothy Jecks, Management & Budget Director**) Requesting Department - Fleet & Facilities

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Sara Carrick/407-665-7180

**Background:**

The County Administration Building project (CIP#02612026) includes the development of a new multi-story office administration building with a potential parking garage on 7 acres at the Seminole County Five Points Complex. On December 19<sup>th</sup>, 2025, the County awarded an architecture & engineering (A&E) master services agreement to Silling Architects.

The total costs for this phase are estimated to be \$10.5M for A&E; \$750K for pre-construction services; \$2.75M for owner’s representation; \$500K for cost estimating services; and \$1M for contingencies (\$15.5M total). Work orders will be issued to the vendor based upon these projected annual cash flow expenditures:

Fiscal Year: 2025/2026	\$6,500,000
Fiscal Year: 2026/2027	\$5,500,000
Fiscal Year: 2027/2028	\$3,000,000
Fiscal Year: 2028/2029	\$500,000

The attached budget amendment will allocate \$6.5M from 2024 Infrastructure Sales Tax reserves to fund FY26 work orders. Future work orders will be issued contingent upon budget approval by the Board. Current reserves in the 2024 sales tax fund are budgeted at \$65.6M.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-023 in the 2024 Infrastructure Sales Tax Fund to transfer \$6,500,000 from reserves for FY26 design and other pre-construction services for the Five Points County Administration Building project.

2026-R-

# BUDGET AMENDMENT REQUEST

BAR# 26-023

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: FLEET & FACILITIES  
Fund(s): 2024 INFRASTRUCTURE SALES TAX

RM Recommendation	
S.CARRICK	2/12/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE: TO ESTABLISH FUNDING FOR DESIGN OF THE FIVE POINTS ADMINISTRATION BUILDING.

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.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							<b>Total Sources</b>	<b>-</b>
Expenditure	11580	02612026	560680	00001	DESIGN		6809999901	6,500,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							<b>Expenditure Sub-Total</b>	<b>6,500,000.00</b>
Reserve	11580	999980	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	(6,500,000.00)
Reserve								
							<b>Reserve Sub-Total</b>	<b>(6,500,000.00)</b>
							<b>Total Uses</b>	<b>-</b>

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-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 this meeting.

Attest:  
\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

By:  
\_\_\_\_\_  
Andria Herr, Chairman

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

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

Entered by the Management and Budget Office

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

Posted by the County Comptroller's Office

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



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

**File Number: 2026-0095**

**Title:**

Approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County and CareerSource Central Florida in the amount of \$150,000.00 for the purpose of providing three tailored workforce development programs targeting young adults and adults in Seminole County. Countywide (**Gui Cunha, Economic Development & Tourism Director**)

**Division:**

Office of Economic Development and Tourism - Economic Development

**Authorized By:**

Guilherme Cunha, Director

**Contact/Phone Number:**

Guilherme Cunha/407-665-2901

**Background:**

This Seminole County Agreement is with Central Florida Regional Workforce Development Board, Inc., (d/b/a “CareerSource Central Florida”).

CareerSource Central Florida is a local workforce board charged with curating local talent for high-demand industries, meeting local business needs, and cultivating growth and prosperity for the Central Florida community. Through job placement, training and certification programs, and higher education, CareerSource Central Florida partners with Central Florida businesses, colleges, and universities to meet industry needs and connect career seekers to local opportunities.

CareerSource Central Florida’s proposal includes offering Seminole County young adults and adults two separate tracks that aim to introduce them to potential careers in the public sector and other industries.

For young adults, the 4-week Young Adult Public Sector Academy will introduce up to 30 Seminole County young adults to various roles within the public sector, emphasizing the importance of transparency, ethics, and leadership in the summer of

2026.

For Seminole County adults, CareerSource Central Florida will deliver a four-week Career Exploration Academy for Adults to three (3) cohorts of at least fifteen (15) adults each. One of the three Access to Career Pathway cohorts will specifically target neurodivergent residents of Seminole County, (minimum of 10 participants) which will leverage our partnership with the University of Central Florida's Center for Autism and Related Disabilities (CARD). The objective is to provide adults with a comprehensive understanding of in-demand occupations, both with and without certification requirements, and to promote pathways into high-growth industry roles.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the Economic Incentive Partnership Agreement between Seminole County and CareerSource Central Florida in the amount of \$150,000.00 for the purpose of providing two tailored workforce development programs targeting young adults and adults in Seminole County.

**SEMINOLE COUNTY/ CAREERSOURCE CENTRAL FLORIDA  
ECONOMIC INCENTIVE PARTNERSHIP AGREEMENT**

**THIS ECONOMIC INCENTIVE PARTNERSHIP AGREEMENT**, hereinafter “Agreement” is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the first party, **SEMINOLE COUNTY**, hereinafter "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the second party, **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida Not for Profit Corporation, **d/b/a CAREERSOURCE CENTRAL FLORIDA**, hereinafter “PARTNER”, whose address is 390 N. Orange Ave, Ste 700. Orlando, FL 32801, being collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

**WHEREAS**, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to the local economy; and

**WHEREAS**, Seminole County recognizes the importance and impact on the local economy of introducing young adults into diverse career options and building a strong talent pipeline for local businesses and governmental bodies with skilled young individuals; and

**WHEREAS,** PARTNER is in the business of providing workforce solutions both for the job seekers and employers, providing the necessary skill training, curating local talent for high demand industries, meeting local business needs and cultivating growth and prosperity for the Central Florida community; and

**WHEREAS,** Seminole County recognizes the vital role PARTNER plays in fostering economic growth and development within its borders by connecting employers with job seekers and preparing the job seekers for gainful employment; and

**WHEREAS,** PARTNER and COUNTY desire to enter into this Agreement for the purpose of encouraging job growth and economic development in Seminole County; and

**WHEREAS,** COUNTY has determined that entering into this Agreement with PARTNER will enhance the economic development of Seminole County and preserve the economic well-being, health and welfare of its citizens.

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

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. Purpose and Services to be Provided.** The purpose of this Agreement is for PARTNER to provide the following services to COUNTY:

(a) Young Adult Public Sector Academy. PARTNER will provide a four (4)-week Young Adult Public Sector Academy (PSA) with the objective of introducing up to 30 young adults to various roles within the public sector, emphasizing the importance of transparency, ethics, and leadership. Classes will be held four days per week.

(1) Young Adult Public Sector Academy activities to be provided by PARTNER shall include:

(A) Public sector role exploration through workshops and guest speakers.

(B) Activities focused on building essential soft skills for effective leadership and workforce readiness.

(C) A minimum of one on-site visit per week to Seminole County government offices and facilities for exposure to multiple departments.

(D) Weekly engagement with Seminole County leaders to provide mentorship and insights into public sector opportunities.

(E) Stipends: Participants will earn stipends processed by PARTNER to support engagement during the program.

(2) The Young Adult Public Sector Academy provided by PARTNER shall seek to achieve the following goals:

(A) Increased readiness for employment in local technical and public sector roles.

(B) Discover career clarity and confidence.

(C) Develop professional skills in teamwork, communication, and problem-solving.

(D) Expand networks with mentors and government employers.

(E) Graduate with a career plan and portfolio.

(b) Access to Career Pathways Academy (ACP) for Adults. PARTNER will also provide a career exploration academy for adults via three (3) cohorts of a minimum of fifteen (15) participants each, targeting hard to reach populations including veterans, justice involved, elder or encore workers,

unhoused people, and disabled members of the community. One of the three ACP cohorts will specifically target neurodivergent residents of Seminole County, (a minimum of 10 such participants must be neurodivergent residents of Seminole County) which will leverage our partnership with the University of Central Florida's Center for Autism and Related Disabilities (CARD). Each ACP aims to provide participants with a comprehensive understanding of in-demand occupations, both with and without certification requirements, and to promote pathways, including employment, into high growth industry roles. The number of weeks and days per week will be customized for each cohort to help meet their needs and set them up for success.

(1) The Access to Career Pathways Academy for Adults program to be provided by PARTNER shall include:

(A) Industry Exploration. PARTNER shall engage participants in exploring high-demand industries and sectors which offer diverse roles and career pathways suited to varying skill levels and interests, such as logistics and transportation, healthcare, advanced manufacturing, information technology, and infrastructure.

(B) Guidance on certification requirements and pathways for technical roles.

(C) Connecting participants to online learning opportunities, including but not limited to Verizon Skill Forward, IBM Training, Allison, and Florida Ready to Work.

(D) Introducing participants to employers committed to second-chance hiring and career growth, and providing access to opportunities across industries that

support skill-building, certifications, and sustainable career advancement as needed.

(E) Workshops and seminars on job readiness, resume development, and interview skills.

(F) Hands-on learning experiences with industry experts and employers.

(G) Virtual reality career exploration modules.

(H) Online learning sessions to enhance technical skills.

(I) Virtual job fairs and networking events to connect participants with employers.

(J) A formal Signing Day event, upon completion of the academy, to celebrate participants as they receive sponsored training scholarships, work-based learning opportunities, or direct employment connections. Modeled after an athletic signing day, this event shall highlight participants' dedication to skill development and career advancement, marking the launch of their journey into specialized training or career pathways.

(K) Collaboration with Seminole State College, to provide access to adult education and career skills training programs.

(L) Utilizing PARTNER's connections with industry partners to arrange mentorships and site visits.

(2) The Access to Career Pathways Academy for Adults provided by PARTNER shall seek to achieve the following goals:

(A) Increased readiness for employment in local technical and public

sector roles.

(B) Completion of online courses and certifications aligned with employer needs.

(C) Improved job placement rates, particularly in areas where unemployment rates are significantly higher than the county average.

(c) For both the Young Adult Public Sector Academy and the Access to Career Pathways Academy for Adults programs, PARTNER shall prioritize targeted outreach and recruitment efforts in Sanford, focusing on areas with unemployment rates two to three times that of the county and where 10-18% of residents over age 25 lack a high school diploma. Outreach shall include social media efforts and partnerships with local libraries, churches, and community centers to connect with underserved populations and raise awareness about training and career opportunities.

(d) Two Reports. Provide COUNTY with one midpoint report and one final report which shall include, but not be limited to, the following Key Performance Indicators (“KPI’s”):

(1) Participant Engagement: PARTNER shall track and share enrollment and completion rates for both programs.

(2) Job and/or Education Placement: PARTNER shall provide the number of participants securing employment or entering further training within six months of program completion.

(3) Skill Development: PARTNER shall provide the number of participants who receive career services including soft skills, interviewing, resume building services, complete online courses, or gain industry-recognized certifications.

(4) Outreach and Recruitment: PARTNER shall provide the number of individuals who complete a registration form for program information.

(e) Monthly web conferences. Attend monthly web conferences as requested by COUNTY's Economic Development Office to discuss KPIs status and share information about the services being provided.

(f) Annual verbal reports. PARTNER shall provide COUNTY Board of County Commissioners with an annual verbal report as coordinated by COUNTY's Economic Development Office.

**Section 3. Budget and Allowable Costs.** PARTNER agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found, on the basis of audit examination, in accordance with Section 12, not to constitute allowable costs. "Allowable costs" include all costs related to the provision of services, as defined in Section 2 of this Agreement. Further, "allowable costs" should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not "allowable costs" and cannot be paid for by the compensation provided by COUNTY hereunder. PARTNER has provided COUNTY with the budget below showing the allowable costs under this Agreement and has agreed to abide by the cost allocations in this budget. The allowable costs in the below FY26 Budget Categories of "Indirect" and "Staffing" are hereby set and shall not fluctuate from the below-provided amounts. The allowable costs under each remaining budget line item ("Stipends", "Training", "Outreach", and "Program Supplies") can fluctuate depending on the actual costs. However, in no instance will COUNTY be responsible to PARTNER for an amount in excess of the total payment amount set forth in Section 4 of this Agreement.

<b>FY26 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Indirect	\$19,500	13% indirect cost ratio; covers administrative costs related to finance, HR, facilities, audits, legal and general overhead associated with administrative staff.
Staffing	\$30,000	.25 FTE (facilitate and coordinate academy activities)
Stipends	\$36,000	Up to 30 Engage Students Stipends of up to \$1,200 per student maximum
Training	\$60,000	Training for Adult Access to Career Pathways participants
Outreach	\$3,000	Social and collateral materials; co-branded
Program Supplies	\$1,500	Printing, handouts, snacks, graduation supplies
<b>TOTAL</b>	<b>\$150,000</b>	

**Section 4. Billing and Payment.** COUNTY hereby agrees to pay PARTNER the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) for all services to be provided hereunder by PARTNER during the term of this Agreement. Said sum shall be paid in three (3) installments as follows:

(a) Upon execution of this Agreement, FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00);

(b) On or before May 1, 2026, FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00); and

(c) On or before September 1, 2026, FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00).

**Section 5. Term.** This Agreement shall be effective from January 1, 2026, and shall remain in effect until September 30, 2026, with the total compensation to PARTNER to be limited to ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).

**Section 6. Reports.** As per Section 2 of this Agreement, PARTNER shall provide COUNTY with two (2) reports regarding the KPIs.

**Section 7. Name of Careersource Central Florida.** For the full term of this Agreement and any extensions thereof, PARTNER agrees that its operating name of CareerSource Central Florida shall not be changed for any reason without prior approval by Seminole County. Changing the name during the time of this Agreement shall constitute a breach of this Agreement such that PARTNER shall be required to repay to COUNTY the full amount tendered to PARTNER by COUNTY during the year in which the breach occurs.

**Section 8. Force Majeure.** In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

**Section 9. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

**Section 10. Assignment.** This Agreement shall not be assigned by either party without prior written approval of the other.

**Section 11. Public Records Law.**

(a) PARTNER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. PARTNER acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, PARTNER will provide

COUNTY with all requested public records in PARTNER 's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) PARTNER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, PARTNER will transfer, at no cost to COUNTY, all public records in possession of PARTNER, or keep and maintain public records required by COUNTY under this Agreement. If PARTNER transfers all public records to COUNTY upon completion of this Agreement, PARTNER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARTNER keeps and maintains the public records upon completion of this Agreement, PARTNER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the PARTNER which are pertinent

to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to PARTNER 's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "PARTNER" includes employees to be paid from Funds provided under this Agreement.

**(d) IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, [PUBLICRECORDS@SEMINOLECOUNTYFL.GOV](mailto:PUBLICRECORDS@SEMINOLECOUNTYFL.GOV), OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

#### **Section 12. Records and Audits.**

(a) PARTNER shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non- exempt public records shall be and remain available at PARTNER 's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) PARTNER agrees that COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of PARTNER's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. PARTNER will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

**Section 13. Notices.**

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Guilherme "Gui" Cunha  
Director  
Office of Economic Development and  
Tourism Seminole County Government  
1055 AAA Drive, Suite 149  
Lake Mary, Florida 32746

**For PARTNER:**

Tadar Muhammad, Chief Operating Officer/First Vice President  
CareerSource Central Florida  
390 N Orange Ave, Ste 700  
Orlando, FL 32801

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

**Section 14. Indemnity.**

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) PARTNER shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by PARTNER to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by PARTNER, and PARTNER assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 2 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

**Section 15. Insurance.**

(a) PARTNER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. PARTNER shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. PARTNER must adhere to and be advised of the following:

(1) PARTNER shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PARTNER will relieve PARTNER of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PARTNER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PARTNER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PARTNER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PARTNER shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PARTNER or any other party.

(b) General Requirements.

(1) Before commencing work, PARTNER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the

insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services  
Building 1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PARTNER shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PARTNER shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by PARTNER.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and PARTNER as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by PARTNER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by PARTNER .

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must 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, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PARTNER shall immediately notify COUNTY as soon as PARTNER has knowledge of any such circumstance and, upon request of COUNTY, 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 PARTNER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PARTNER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PARTNER, PARTNER, at PARTNER 's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit B. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PARTNER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) PARTNER's insurance must cover PARTNER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. 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 and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(D) If PARTNER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, PARTNER shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including PARTNER, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PARTNER 's insurance must cover PARTNER 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. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PARTNER 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(3) Business Auto Liability.

(A) PARTNER's insurance must cover PARTNER for those sources of liability which would be covered by Section II 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. Coverage must include owned, non-owned, and hired autos or any auto. In the event PARTNER does not own automobiles, PARTNER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(4) Professional Liability.

(A) PARTNER shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, PARTNER warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If PARTNER contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then PARTNER shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(5) Crime and Employee Dishonesty Liability.

(A) PARTNER shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of PARTNER 's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit B. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by PARTNER are as specified in Exhibit B.

(6) Sexual Abuse and Molestation (SAM)

(A) PARTNER's insurance must cover damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible, including, but not limited to, Contractor and Contractor's employees and volunteers. Policy definition of an insured shall include the Contractor, and the Contractor's employees and volunteers.

(B) Coverage can be provided by a separate policy, or as an inclusion to or endorsement to, the commercial general liability or professional liability policies. If provided by a commercial general liability policy, it must be occurrence-based coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(C) In the event that the sexual abuse and molestation liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit B.

**Section 16. Conflict of Interest.**

(a) PARTNER agrees that it will not knowingly 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 knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) PARTNER hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the

business of PARTNER 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, PARTNER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

**Section 17. Equal Opportunity Employment.**

(a) PARTNER shall not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. PARTNER shall take steps to ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) PARTNER agrees that it shall comport all of its activities with the provisions of Chapter 760, Florida Statutes.

**Section 18. Compliance with Laws and Regulations.** In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

**Section 19. Employee Status.**

(a) Persons employed or retained by PARTNER 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.

(b) PARTNER assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to PARTNER personnel or contractors working on behalf of PARTNER obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by PARTNER, PARTNER will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

**Section 20. No Third-Party Beneficiaries.** This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to PARTNER, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

**Section 21. Contingent Fees/Conflicting Employment.** PARTNER covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of PARTNER to solicit or secure this Agreement. PARTNER warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide

employee working for PARTNER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

**Section 22. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

**Section 23. Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and PARTNER, have contributed substantially and materially to the preparation hereof.

**Section 24. Constitutional and Statutory Limitation on Authority of COUNTY.** The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

**Section 25. Event of Default/Remedies.**

- (a) For purposes of this Agreement, "Event of Default" shall mean any of the following:
- (1) PARTNER shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.
  - (2) Any representation or warranty made by PARTNER herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this

Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to PARTNER by COUNTY.

(3) PARTNER shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to PARTNER by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) PARTNER fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) PARTNER fails to expend funds in accordance with this Agreement.

(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to PARTNER and upon PARTNER 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement in accordance with Section 13, Notice;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment; or

(4) Require that PARTNER refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;

(5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by PARTNER, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by PARTNER.

**Section 26. Termination.** COUNTY may, by written notice to PARTNER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of PARTNER to fulfill the Agreement obligations. Upon receipt of such notice, PARTNER shall:

- (a) Immediately discontinue all services affected unless the notice directs otherwise.
- (b) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by PARTNER in performing this Agreement, whether completed or in process. In no event shall such delivery include PARTNER's background intellectual property, or any intellectual property developed solely by PARTNER during the performance of this project.
- (c) If the termination is for the convenience of COUNTY, PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default", PARTNER shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

(d) If the termination is due to the failure of PARTNER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. PARTNER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of PARTNER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of PARTNER.

(e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that PARTNER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the payments, as per Section 4, shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**Section 27. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

**Section 28. Headings.** All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**Section 29. Severability.** If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall

be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

**Section 30. Foreign Countries of Concern.** Pursuant to Section 288.0071, F.S., COUNTY may not knowingly enter into an agreement for economic incentive with a “foreign country of concern”. COUNTY is required to obtain an affidavit from PARTNER attesting that it is not a “foreign country of concern” as defined by statute. PARTNER has completed the required affidavit and it is attached hereto as Exhibit A.

*[Remainder of page intentionally blank. Signatures follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**CENTRAL FLORIDA REGIONAL  
WORKFORCE DEVELOPMENT BOARD, INC.,**  
a Florida Not for Profit Corporation, **d/b/a**  
**CAREERSOURCE CENTRAL FLORIDA**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

Title: Chief Executive Officer

\_\_\_\_\_  
Witness

Printed Name: PAMELA NABORS

\_\_\_\_\_  
Print Name

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

*[Remainder of page left intentionally blank; signatures continued on following page.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

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

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

JBN  
2/11/26

T:\Users\Legal Secretary CSB\Economic Development\2026\FY 26 CSCF (CareerSource)\FY26 CSCF-Seminole Partnership Agreement 2-11-26 .docx

**EXHIBIT A  
FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,  
\_\_\_\_\_, and having first made due oath or affirmation, states:  
(Write Name)

1. My name is \_\_\_\_\_.  
(Write Name)
2. I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Write Title) (Insert Company Name)
3. The Company was formed in \_\_\_\_\_ and is a \_\_\_\_\_.  
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
  - a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
  - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

\_\_\_\_\_  
(Signature of Affiant)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.  
(Insert Name of Affiant)

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

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

## EXHIBIT B

### CareerSource Central Florida

### Economic Incentive Partnership Agreement

### INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non- Owned Autos)</u>
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D. Professional Liability:

	\$ 1,000,000	Per Claim
	\$ 2,000,000	General Aggregate

E. Employee Dishonesty

	\$ 30,000	Per Claim
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F. Sexual Abuse and Molestation:

	\$ 1,000,000	Per Claim
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**EXHIBIT C**

**HUMAN TRAFFICKING AFFIDAVIT**

**CONTRACT # \_\_\_\_\_**

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of \_\_ (“Nongovernmental Entity”) and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of the Nongovernmental Entity. They  are personally known to me or  have produced as identification.

(Affix Notary Stamp or Seal)

\_\_\_\_\_  
Notary Public Signature  
Print, Type or Stamp Name of Notary: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

**File Number: 2026-0169**

**Title:**

Approve and authorize the Chairman to execute a Resolution authorizing the Chairman to execute the Locally Funded Agreement (LFA) with the State of Florida Department of Transportation and Seminole County desire to paint twenty-three (23) pedestrian signal poles on FDOT’s SR434/Rangeline Road to US17-92 project. Seminole County’s lump sum contribution amount will be \$6,900.00 (six thousand nine hundred dollars and no/100 dollars). District4-Lockhart (**John Slot, Public Works Director**)

**Division:**

Public Works - Traffic Engineering

**Authorized By:**

John Slot, Public Works Director

**Contact/Phone Number:**

Charlie Wetzel/(407)665-5686

**Background:**

The subject Agreement is in accordance with the Florida Department of Transportation (FDOT) Adopted Five Year Work Program to undertake the project described as: “State Road 434 (from Rangeline Road to 525’ west of State Road 15/600/US 17-92)”. As part of their project the County wishes to upgrade to paint twenty-three (23) newly installed pedestrian signal poles. Seminole County’s contribution amount for improvements will be \$6,900.00 (Six thousand nine hundred dollars and no/100 dollars).

The funds will be coming out of the FY25/26 Sales Tax Funds

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution authorizing the Chairman to execute the Locally Funded Agreement (LFA) with the State of Florida Department of Transportation and Seminole County desire to paint twenty-three (23) pedestrian signal poles on FDOT’s SR434/Rangeline Road to US17-

92 project. Seminole County's lump sum contribution amount will be \$6,900.00 (six thousand nine hundred dollars and no/100 dollars).

<p><b>Agency: Seminole County</b> <b>Vendor No.: F596000856002</b></p>	<p><b>Fund: LF</b> <b>Contract Amount: \$6,900.00</b></p>	<p><b>Financial Project No.:</b> <b>443838-1-52-01</b></p>
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**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into \_\_\_\_\_,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the SEMINOLE COUNTY, (hereinafter referred to as the "LOCAL GOVERNMENT"),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "State Road 434 (from Rangeline Road to 525' West of State Road 15/600/US 17-92)", said project being known as Financial Project Number (FPN) 443838-1-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds to: paint twenty-three (23) newly installed pedestrian signal poles, in Fiscal Year 2025/2026, said Project being known as FPN 443838-1-52-01, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost-effective manner, the LOCAL GOVERNMENT desires to

have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 434 (from Rangeline Road to 525' West of State Road 15/600/US 17-92) project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect, maintain, repair and replace the painted pedestrian signal poles in perpetuity, in accordance with the terms of the State Highway Lighting, Maintenance, and Compensation Agreement previously signed by the parties hereto and as specified in Exhibit "A", Scope of Services. The parties agree that, upon installation, the painted pedestrian signal poles, shall be owned by the DEPARTMENT, and the DEPARTMENT shall be entitled to inspect the painted pedestrian signal poles, at any time.

5. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of costs for the Additional Improvements is **\$6,900.00 (Six Thousand Nine Hundred Dollars and No/100)**. This amount is based on the Estimate, Exhibit "B" attached hereto. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, on or before but no later than February 16, 2026, furnish the DEPARTMENT a lump sum contribution in the amount of **\$6,900.00 (Six Thousand Nine Hundred Dollars and No/100)** to be used for the estimated Project cost for locally funded project number 443838-1-52-01. The DEPARTMENT may utilize this contribution for payment of the cost of the Project.

(C) If the actual cost of the Additional Improvements is less than the funds provided, the excess will be applied to other phases on the Project.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(F) Contact Persons:

**DEPARTMENT**

District 5 Local Government Agreements  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720-6834  
(386) 943-5623  
[D5-LGA@dot.state.fl.us](mailto:D5-LGA@dot.state.fl.us)

**LOCAL GOVERNMENT**

Charles Wetzel  
County Traffic Engineer  
Seminole County Public Works/Traffic Engineering  
140 Bush Loop  
Sanford, Florida 32773  
(407) 665-5686  
[cwetzel@seminolecountyfl.gov](mailto:cwetzel@seminolecountyfl.gov)

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or

unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on \_\_\_\_\_, and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

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

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

Name: ANDRIA HERR

Name: James S. Stroz, Jr., P.E.

Title: Chairman

Title: Director of Transportation Development

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

ATTEST:

ATTEST:

\_\_\_\_\_  
GRANT MALLOY  
Clerk to the Board of County Commissioners of Seminole County, Florida

\_\_\_\_\_  
Executive Secretary

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

Legal Review:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

July 8, 2019

## EXHIBIT "A"

### SCOPE OF SERVICES

The intent of this project is to replace the bi-directional left turn lane with a 19-foot median and to provide designated left-turn lanes. In addition to access management, the existing pavement will be widened to accommodate U-turn loons at select locations, along with other signalization improvements.

The LOCAL GOVERNMENT wishes to install twenty-three (23) pedestrian signal poles. These signal poles will be painted in accordance with the construction plans, Tropical Black (Color Code: PT-1-17-FTU-003-FR) and installed at the following locations:

- a. State Road 434 & Rangeline Road - 8 poles
- b. State Road 434 & Florida Central Parkway - 8 poles
- c. State Road 434 & State Road 500 (US 17-92) - 7 poles

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for State Road 434 (from Rangeline Road to 525' West of State Road 15/600/US 17-92).

The LOCAL GOVERNMENT shall be responsible for maintaining the Additional Improvements constructed under this Agreement, in perpetuity, which includes the inspection and maintenance of the painted pedestrian signal poles. The LOCAL GOVERNMENT shall be responsible for preventive and periodic maintenance of painted pedestrian signal poles, in perpetuity, as stated in the Amendment to the Traffic Signal Maintenance and Compensation Agreement, contract ARX68, dated August 15, 2023, and as amended from time to time.

*The remainder of this page intentionally left blank.*

**EXHIBIT "B"**

**ESTIMATE**

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

<b>ENGINEER'S OPINION OF COST</b>					
<b>443838-1-52-01 - State Road 434 from Rangeline Road to 525' West of SR 15/600/US 17-92</b>					
<b>11.19.25</b>					
<b>Pay Item Number</b>	<b>Item Description</b>	<b>Units</b>	<b>Quantities</b>	<b>Unit Price</b>	<b>TOTAL</b>
646-1-11	Aluminum Signal Pole (Pedestal and Pedestrian Detector Post)	EA	23	\$ 3,000.00	\$ 69,000.00

	Paint for Pedestrian Poles*	EA	23	\$ 300.00	\$ 6,900.00
<b>TOTAL COST OF PAINTING PEDESTRIAN POLES</b>					<b>\$ 6,900.00</b>

*\*10% of Aluminum Signal Pole Costs*

*The remainder of this page intentionally left blank.*

**EXHIBIT "C"**  
**RESOLUTION**

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

**RESOLUTION  
of the  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**ACCEPTING AND AUTHORIZING THE CHAIRMAN TO EXECUTE A  
LOCALLY FUNDED AGREEMENT (LFA) BETWEEN THE STATE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE  
COUNTY, FOR THE PAINTING OF TWENTY-THREE (23)  
PEDESTRIAN SIGNAL POLES AT SR434/RANGELINE ROAD TO  
US17-92.**

**WHEREAS**, the State of Florida, Department of Transportation, and Seminole County desire to paint twenty-three (23) pedestrian signal poles at SR434/Rangeline Road to US17-92 with painted pedestrian signal poles; and

**WHEREAS**, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida, Department of Transportation a LFA for the aforementioned project, FDOT - Financial Management Number 443838-1-52-01 (Attachment 1); and

**WHEREAS**, Seminole County has agreed to provide a lump sum contribution of \$6,900.00 (six thousand nine hundred dollars and no/100) to the State of Florida Department of Transportation for the painting of twenty-three (23) pedestrian signal poles in connection with the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida, Department of Transportation a locally funded agreement (LFA) between the State of Florida Department of Transportation and Seminole County, for the painting of twenty-three (23) pedestrian signal poles from SR434/Rangeline Road to US17-92 (Attachment 1). FDOT - Financial Management Number 443838-1-52-01.

**ADOPTED THIS DAY OF , 2026**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
**GRANT MALOY, Clerk to the  
Board of County Commissioners in  
and for Seminole County, Florida.**

\_\_\_\_\_  
**Andria Herr, Chairman**

<b>Agency: Seminole County</b> <b>Vendor No.: F596000856002</b>	<b>Fund: LF</b> <b>Contract Amount: \$6,900.00</b>	<b>Financial Project No.:</b> <b>443838-1-52-01</b>
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**LOCALLY FUNDED AGREEMENT  
 BETWEEN  
 THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 AND  
 SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the SEMINOLE COUNTY, (hereinafter referred to as the "LOCAL GOVERNMENT"),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "State Road 434 (from Rangeline Road to 525' West of State Road 15/600/US 17-92)", said project being known as Financial Project Number (FPN) 443838-1-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds to: paint twenty-three (23) newly installed pedestrian signal poles, in Fiscal Year 2025/2026, said Project being known as FPN 443838-1-52-01, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost-effective manner, the LOCAL GOVERNMENT desires to

have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 434 (from Rangeline Road to 525' West of State Road 15/600/US 17-92) project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect, maintain, repair and replace the painted pedestrian signal poles in perpetuity, in accordance with the terms of the State Highway Lighting, Maintenance, and Compensation Agreement previously signed by the parties hereto and as specified in Exhibit "A", Scope of Services. The parties agree that, upon installation, the painted pedestrian signal poles, shall be owned by the DEPARTMENT, and the DEPARTMENT shall be entitled to inspect the painted pedestrian signal poles, at any time.

5. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of costs for the Additional Improvements is **\$6,900.00 (Six Thousand Nine Hundred Dollars and No/100)**. This amount is based on the Estimate, Exhibit "B" attached hereto. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, on or before but no later than February 16, 2026, furnish the DEPARTMENT a lump sum contribution in the amount of **\$6,900.00 (Six Thousand Nine Hundred Dollars and No/100)** to be used for the estimated Project cost for locally funded project number 443838-1-52-01. The DEPARTMENT may utilize this contribution for payment of the cost of the Project.

(C) If the actual cost of the Additional Improvements is less than the funds provided, the excess will be applied to other phases on the Project.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(F) Contact Persons:

**DEPARTMENT**

District 5 Local Government Agreements  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720-6834  
(386) 943-5623  
[D5-LGA@dot.state.fl.us](mailto:D5-LGA@dot.state.fl.us)

**LOCAL GOVERNMENT**

Charles Wetzel  
County Traffic Engineer  
Seminole County Public Works/Traffic Engineering  
140 Bush Loop  
Sanford, Florida 32773  
(407) 665-5686  
[cwetzel@seminolecountyfl.gov](mailto:cwetzel@seminolecountyfl.gov)

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

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8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or

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(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on \_\_\_\_\_, and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

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

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

Name: ANDRIA HERR

Name: James S. Stroz, Jr., P.E.

Title: Chairman

Title: Director of Transportation Development

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

ATTEST:

ATTEST:

\_\_\_\_\_  
GRANT MALLOY  
Clerk to the Board of County Commissioners of Seminole County, Florida

\_\_\_\_\_  
Executive Secretary

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

Legal Review:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

July 8, 2019

## EXHIBIT "A"

### SCOPE OF SERVICES

The intent of this project is to replace the bi-directional left turn lane with a 19-foot median and to provide designated left-turn lanes. In addition to access management, the existing pavement will be widened to accommodate U-turn loons at select locations, along with other signalization improvements.

The LOCAL GOVERNMENT wishes to install twenty-three (23) pedestrian signal poles. These signal poles will be painted in accordance with the construction plans, Tropical Black (Color Code: PT-1-17-FTU-003-FR) and installed at the following locations:

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**EXHIBIT "B"**

**ESTIMATE**

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

<b>ENGINEER'S OPINION OF COST</b>					
<b>443838-1-52-01 - State Road 434 from Rangeline Road to 525' West of SR 15/600/US 17-92</b>					
<b>11.19.25</b>					
<b>Pay Item Number</b>	<b>Item Description</b>	<b>Units</b>	<b>Quantities</b>	<b>Unit Price</b>	<b>TOTAL</b>
646-1-11	Aluminum Signal Pole (Pedestal and Pedestrian Detector Post)	EA	23	\$ 3,000.00	\$ 69,000.00

	Paint for Pedestrian Poles*	EA	23	\$ 300.00	\$ 6,900.00
<b>TOTAL COST OF PAINTING PEDESTRIAN POLES</b>					<b>\$ 6,900.00</b>

*\*10% of Aluminum Signal Pole Costs*

*The remainder of this page intentionally left blank.*

**EXHIBIT "C"**  
**RESOLUTION**

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0171**

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**Title:**

Approve and authorize the Chairman to execute an Agreement for the Purchase of 0.14 Mitigation Credits for the Kentucky Street Improvements Part 1 project in the amount of \$16,800.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC. District2 - Zembower (**John Slot, Public Works Director**)

**Division:**

Public Works - Engineering

**Authorized By:**

John Slot, Public Works Director

**Contact/Phone Number:**

Joseph LoFaso / 407-665-5709

**Background:**

In the course of the permitting process for the Kentucky Street Part 1 Project (CIP 02307063), it was determined by the St. Johns River Water Management District that 0.14 mitigation credits would need to be purchased as a result of impacts to wetlands within the project limits for permit issuance.

**Requested Action:**

Staff requests Board approve and authorize the Chairman to execute an Agreement for the Purchase of 0.14 Mitigation Credits for the Kentucky Street Improvements Part 1 project in the amount of \$16,800.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC.

**AGREEMENT FOR THE PURCHASE AND SALE OF MITIGATION CREDITS –  
KENTUCKY STREET IMPROVEMENTS PART I**

This Agreement for the Purchase and Sale of Mitigation Credits (“Agreement”) is entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “Buyer,” and **MIAMI ALTERNATIVES, LLC**, whose address is 3450 Old Dawson Ranch Road, Edgewater, Florida 33132, in this Agreement referred to as “Seller” (individually, a “Party,” and collectively, “Parties”).

**WITNESSETH:**

- A. **WHEREAS**, Seller owns the Farnton Mitigation Bank (“Bank”);
- B. **WHEREAS**, Seller has the legal authority to offer for transfer and sale wetland mitigation credits from the Bank to address wetland impacts (“Mitigation Credits”) under the St. John’s River Water Management District (“SJRWMD”) Permit No. 4-127-76185-25 and the U.S. Army Corps of Engineers Permit No. MBI/1998-01836(IP-ME); and
- C. **WHEREAS**, Buyer is seeking to perform the project known as Kentucky Street Improvements Part I, CIP No. 02307063 (“Project”) pursuant to SJRWMD Application No. 206735-2 and compensate for the loss of wetlands by purchasing Mitigation Credits from Seller,



**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

**ARTICLE 1. PURCHASE AND SALE OF MITIGATION CREDITS**

1.01. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

1.02. Purchase and Sale. Seller shall sell to Buyer and Buyer shall purchase from Seller the Mitigation Credits on terms and conditions specified in this Agreement.

1.03. Purchase Price. Seller hereby sells to Buyer and Buyer hereby purchases from Seller a total of fourteen hundredths (0.14) freshwater state Mitigation Credits, which are five tenths (0.5) forested and nine-tenths (0.9) herbaceous. The total purchase price for the Mitigation Credits is **SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 (\$16,800.00)** (“Purchase Price”) payable by wire or check drawn on a U.S. banking institution. The method of payment will be selected by Buyer. This sale and transfer is not intended as a sale or transfer to Buyer of a security, license, lease, easement or possessory or nonpossessory interest in Seller’s property or Bank, nor the granting of any interest of the foregoing.

1.04. Payment. Buyer agrees to remit the Purchase Price to the Seller for the Mitigation Credits associated with the Project. If payment is made by check, checks should be payable to **Miami Alternatives, LLC** at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611. If payment is made by wire transfer, payment should be payable as follows: ACH/Wire: Wire Routing No. 071 000 152, Account No. 35163247, Reference: Seminole County/Miami Alternatives, LLC – Kentucky St Improvements Project. Buyer must make payment of the Purchase Price to Seller on or prior to March 22, 2026. Upon verification that Buyer has paid the Purchase Price to Seller, Seller must notify all appropriate parties of the completed transaction. Further, each Party shall pay its own legal and professional fees and fees of other consultants incurred regarding this transaction.

1.05. Conditions of Credit Transfer. Upon Buyer’s payment of the Purchase Price, Buyer agrees to provide a true and correct copy of the SJRWMD permit documents to Seller within ten (10) calendar days thereafter, in accordance with Section 2.01 (“Notice”) of this Agreement. Upon Seller’s receipt of the SJRWMD permit documents, Seller must transfer the Mitigation Credits to Buyer within thirty (30) calendar days and provide documents evidencing the transfer of the Mitigation Credits.

## **ARTICLE 2. GENERAL TERMS AND CONDITIONS.**

Section 2.01. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to have been received (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to Buyer:

Attention: County Engineer  
Seminole County  
1101 E. 1st Street  
Sanford, Florida 32771-1468

As to Seller:

Attention: Helen Hutchens, Managing Member  
Miami Alternatives, LLC  
410 North Michigan Avenue, Suite 590  
Chicago, Illinois 60611  
Email: [hhutchens@miami-corp.com](mailto:hhutchens@miami-corp.com)

As to Consultant:

Attention: Victoria Bruce  
The Mitigation Banking Group, Inc.

P.O. Box 195813  
Winter Springs, Florida 32708  
Email: [victoria@mitigationbankinginc.com](mailto:victoria@mitigationbankinginc.com)

2.02. Termination.

(a) If Buyer fails to make payment in accordance with this Agreement by March 22, 2026, this Agreement automatically terminates with no penalty to Buyer.

(b) If SJRWMD denies the subject permit, the Buyer may request Seller to refund the Purchase Price paid by Buyer within thirty (30) calendar days by check or wire transfer. Otherwise, the Purchase Price is not refundable by the Seller.

2.03. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties agree to informally resolve the dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that informal resolution of the dispute is unsuccessful, one Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) calendar days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida.

2.04. Indemnification. Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. For the avoidance of doubt, if the Buyer elects to terminate, there shall be no liability upon the Buyer, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. This provision is not to be construed as a waiver by Buyer of its sovereign immunity. The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

2.05. Limitation of Liability. In no event will Buyer be liable to Seller or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether Seller was advised of the possibility of such damages, or under any legal or equitable theory upon which the claim is based.

2.06. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

2.07. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

2.08. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

2.09. Waiver. The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future right to enforce such provision or any other provision of this Agreement.

2.10. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

2.11. Court Costs and Fees. In the event of litigation between the parties, the prevailing Party will be entitled to recover from the non-prevailing Party all costs of litigation and any appeals, including but not limited to attorney's fees, expert witness fees, and costs of suit.

2.12. Construction. The Parties hereby acknowledge and agree that (a) each Party to this Agreement is of equal bargaining strength, (b) each such Party has actively participated in the drafting, preparation, and negotiation of this Agreement, (c) each such Party has consulted or has had the opportunity to consult with such Party's own independent counsel, and such other professionals as such Party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such Party and such Party's counsel and advisors have reviewed the Agreement and following such review each Party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the Party most or more responsible for drafting the Agreement will not apply in the interpretation of this Agreement, or any portions of it or any amendments to it.

2.13. Relationship of Parties. Nothing contained in this Agreement may be deemed or construed by one Party to create a relationship of principal and agent, partnership, joint venture or any other association with the other Party.

2.14. No Third-Party Beneficiaries. This Agreement is entered into solely between the Parties and may be enforced only by the Parties. Nothing in this Agreement confers upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

2.15. Effective Date. The effective date of this Agreement will be the date when the last Party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the Parties.

2.16. Assignment. This Agreement may not be assigned by one Party without the prior written approval of the other Party.

2.17. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and permitted assigns.

2.18 Non-Coercion for Labor and Services. As required by Section 787.06, Florida Statutes, Seller, as a nongovernmental entity contracting with a governmental entity, shall execute an attestation confirming that it does not use coercion for its labor and services, in the form attached as Exhibit A, which shall be incorporated into this Agreement.

2.19. Entire Agreement. It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties related to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

  
*[The remainder of this page has been intentionally left blank.]*

**IN WITNESS WHEREOF**, Buyer and Seller have executed this Agreement for the purposes set forth above.

WITNESSES:

MIAMI ALTERNATIVES, LLC

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
 ANDRIA HERR, Chairman

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

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachment:

Exhibit A – Affidavit of Non-Coercion for Labor and Services

BP/  
2/6/26

T:\Users\bpate\Public Works\LWR No. 12657 (Farmton Mitigation Bank – Seminole County)\Agreement of Purchase and Sale of Mitigation Credits – Kentucky Street Improvements Part I (Final)(2.6.26).docx

Exhibit A

**Affidavit of Non-Coercion for Labor and Services**

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
- B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

MIAMI ALTERNATIVES, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Name: \_\_\_\_\_

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

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



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0175**

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**Title:**

Approve and authorize the Chairman to execute the agreement with Duke Energy Florida, LLC, acknowledging it has permitted and allowed the existing Seminole County utility encroachments to remain and operate, allow additional meter assembly and other associated encroachments to be constructed within Duke's Easement area; and provide for an effective date. District4 - Lockhart (**Johnny Edwards, Utilities Director**)

**Division:**

Utilities - Water Utilities Engineering

**Authorized By:**

Johnny Edwards, Utilities Director

**Contact/Phone Number:**

William White/(407)665-2021

**Background:**

The County has existing critical infrastructure lying within a portion of Duke Energy's Power Transmission and Distribution Easement (f.k.a., Florida Power Corporation Easement). Much of this infrastructure results from Seminole County's acquisition of Greenwood Lakes Utility Company facilities and infrastructure in 1984, and later Force Main infrastructure extensions along Rinehart Road constructed in 1989 connecting the City of Lake Mary Pump Station to the County System and Greenwood Lakes WWTP. As part of the current Capital Improvement Plan (CIP), the Utility Department is planning for construction of additional infrastructure (metering and valving) to the existing Force Main within the Duke Easement to facilitate partial diversion of wastewater flow to the County's Yankee Lake Regional Water Reclamation Facility.

The Agreement provides authorization and acknowledgement for proposed and existing utility infrastructure to lie within a portion of Duke Energy's Power Transmission and Distribution Easement.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the agreement with Duke Energy Florida, LLC, acknowledging it has permitted and allowed the existing Seminole County utility encroachments to remain and operate, allow additional meter assembly and other associated encroachments to be constructed within Duke's Easement area; and provide for an effective date.

Prepared By: Shantel W. Ocampo, Counsel, Duke Energy  
Return To: Duke Energy Florida, LLC  
Data & Document Management  
452 East Crown Point Road, WG13  
Winter Garden, FL 34787

Property No.: 107830,  
108109, 108486, 108487,  
108712, 108783, 108108,  
108109  
Land Unit No.: 1187380 &  
1198554

**STATE OF FLORIDA**

**ENCROACHMENT AGREEMENT**

**COUNTY OF SEMINOLE**

**THIS ENCROACHMENT AGREEMENT** (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”) by and between **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company (“Grantor”), and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771. (“Grantee”).

**WHEREAS**, Grantor owns an easement and right of way of one hundred feet (100’) in total width (the “Easement Area”) pursuant to that certain document recorded in Official Records Book 117 at Page 96, Official Records Book 149 at Page 364, Official Records Book 149 at Page 365, Official Records Book 149 at Page 368, Official Records Book 149 at Page 369, and Official Records Book Page 149 at Page 372, in the Public Records of SEMINOLE County, Florida, (the “Easement Documents”) that permits the construction, operation, and maintenance of electric facilities (“Facilities”) on certain property located in Seminole County, Florida;

**WHEREAS**, Grantee has placed (or caused to be placed) **utility infrastructure including, but not limited to, a sewer pump station, force mains, gravity mains, manholes, and water mains (“Existing Encroachments”)** within the Easement Area which encroach upon a portion of the Easement Area for the provision of public utility purposes , and Grantor acknowledges it has permitted and allowed the Existing Encroachments to remain and operate within the Easement Area in the locations shown on Exhibit “A”, attached hereto and incorporated herein by reference; and

**WHEREAS**, Grantee will place (or cause to be placed) **flow meter assembly(s), valves, associated gates and fencing, and any other associated facilities or equipment (“Additional Encroachments”)** within the Easement Area, as shown in Exhibit “A”, and desires authority to encroach upon a portion of the Easement Area for the purposes described herein; and

**WHEREAS**, Grantor is willing to permit the Existing Encroachments and Additional Encroachments within the Easement Area pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, the non-perpetual right to

encroach upon the identified portions of the Easement Area as described herein and shown on Exhibit “A” pursuant to the following terms and conditions:

1. **Permitted Encroachments.** Grantor agrees to allow Grantee to encroach upon the Easement Area for the installation, maintenance, repair, replacement, and operation of the Existing Encroachments and the Additional Encroachments over those portions of the Easement Area identified in Exhibit “A” showing the locations of the Existing Encroachments and the Additional Encroachments (whether one or more, collectively and individually the “Permitted Encroachments”)
2. **Alterations.** The Permitted Encroachment must be constructed in strict compliance with the design shown on the plans identified as Rinehart Rd. Force Main Valves and Flow Meter Installation, by CPH LLC (the “Plans”). No alterations from the Plans may be made during or after the construction of the Permitted Encroachments, other than to make the Permitted Encroachments take up less of the footprint shown on the Plans, to make them closer to ground level within the footprint shown on the Plans or with approval by Grantor, which will not be unreasonably withheld. Compliance with the Plans and these limitations on alterations are necessary and essential to render Grantee’s use of Easement Area consistent with the safe, reliable, and efficient construction, operation, and maintenance of the existing and future Facilities located on the Easement Area.

All applicable Federal, State, and Local laws, rules, and regulations, and the then existing Transmission Line Asset Protection Guidelines govern any alterations to the Permitted Encroachments, including, without limitation, any minimum distances that must be maintained from the Facilities. Nothing in this Agreement may be construed to permit changes in elevation of grade to occur other than as expressly allowed or required on the Plans or in this Agreement.

Grantor may, from time to time, require Grantee to install, at Grantee’s expense, radio frequency identification markers on the Permitted Encroachments. Such markers must meet Grantor’s specifications for installation and operation.

3. **Reaffirmation.** Notwithstanding anything to the contrary herein, by executing this Agreement the parties reaffirm the terms of the Easement Documents and acknowledge that this Agreement does not permanently alter, limit, or amend those terms. This Agreement only identifies the Permitted Encroachments as non-hostile and permits them to be installed and remain pursuant to the terms of this Agreement. This Agreement does not constitute a transfer of an interest in land or Grantor’s rights granted in the Easement Documents.

To the extent the Easement Area constitutes the public right-of-way of Grantee, this Agreement in no way alters or diminishes Grantor’s responsibility to comply with all applicable laws for such public right-of-way, including Chapter 75 of the Seminole County Land Development Code concerning right-of-way use permitting.

4. **Wetlands and Vegetation.** The Easement Area may not be used by Grantee to satisfy wetland mitigation requirements. Grantee shall not plant any trees or shrubbery in the Easement Area without prior written approval from Grantor.

5. **Grantor Free From Liability.** Grantor will not be liable for any damages to the Permitted Encroachment resulting from Grantor's use of the Easement Area, nor for any damage to landscaping, driveways, or irrigation systems that may result from Grantor's access to the Easement Area.
  
6. **Additional Consent May Be Required.** Grantor makes no warranties or representations as to Grantee's contemplated use of the Easement Area, and in no way may be deemed to have consented to such use on behalf of the owner of the property on which the Easement Area exists. Grantee acknowledges that Grantor's entering into this Agreement does not, by itself, grant any rights to Grantee to use any portion of the Easement Area, and that the consent of other parties (including, without limitation, the owner of the property and any mortgagee of such owner) may be required for Grantee to obtain any rights over the property encumbered by the Easement Area.
  
7. **Grantee's Sole Risk and Expense.** Grantee acknowledges that the use of the Easement Area will be at Grantee's sole risk and expense. Grantor will in no way be liable to Grantee for any costs, expenses, losses, damages, or liabilities incurred by Grantee's use of the Easement Area. Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, Grantee shall indemnify and hold harmless Grantor, its affiliates, subsidiaries, members, managers, officers, agents, employees, successors and assigns (collectively, "Grantor Parties") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Grantee and persons employed or utilized by Grantee in the performance of this Agreement. Grantee's indemnity obligations will survive the termination of this Agreement.

All of Grantee's operations, activities, and equipment used within the Easement Area or in proximity to any of the Facilities must, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and the OSHA Crane Construction Standards For Power Line Safety, Sections 1926.1408 & .1409. Grantee is further notified and hereby agrees to so notify any of Grantee's employees, agents, contractors, representatives, or other persons engaging in Grantee's activities upon the Easement Area with Grantee's knowledge and under Grantee's supervision or control, that extreme caution is necessary around the Facilities, and in the event of any damages or injuries, Grantee shall immediately report the nature and extent thereof to Grantor's nearest local office or corporate toll free number.

Grantee shall not use any equipment within the Easement Area that is capable of extending over twelve (12) feet in height above natural ground surface level without prior written approval from Grantor unless an observer, approved by Grantor, is present during the use. Grantee shall bear all costs associated with the observer.

8. **Transferability.** The rights granted and retained under this Agreement inure to the benefit of the heirs, successors, and assigns of the parties, and will run with the land.
9. **Notice.** Any notices and other communications required under this Agreement or relating hereto must be in writing and delivered via personal delivery, certified United States mail (return receipt requested), or overnight delivery through a reputable carrier to:
- Grantor: Duke Energy Florida, LLC  
Attn: Transmission Asset Protection  
299 1st Ave N.  
St. Petersburg, Florida 33701
- Grantee: Seminole County  
Attn: Director, Seminole County Utilities Department  
1101 East First Street  
Sanford, Florida 32771
10. **Termination.** This Agreement will terminate or may be terminated in the following instances.
- a. If construction of the Permitted Encroachment does not begin within twelve (12) months of the Effective Date, and continue thereafter at a reasonable pace, then this Agreement will automatically terminate.
  - b. If at any point following the Effective Date, Grantor, in its sole discretion, determines that the Permitted Encroachment needs to be removed in order to continue furnishing safe and reliable electric service to its customers, then upon six (6) months' notice from Grantor, Grantee will remove the Permitted Encroachment at the sole expense of Grantee.
  - c. If Grantee violates any provision of this Agreement, then Grantor may terminate this Agreement with written notice to Grantee. If the violation is non-material then Grantee will be entitled to six (6) months to remove the Permitted Encroachment following notice of Grantor's termination. If the breach is material, then such termination will be immediate. Without limitation, the parties agree that Sections 1, 2, 3, and 4 are material.
  - d. If Grantee removes or reduces the size of any Permitted Encroachment, it will not be entitled to restore or expand the Permitted Encroachment to its original size as of the Effective Date. If the Permitted Encroachment is removed in full then this Agreement will automatically terminate.
11. **Recitals.** The recitals set forth at the opening of this Agreement are incorporated herein as if fully restated in this Section 11.
12. **Law and Venue.** This Agreement is governed by the laws of the State of Florida without regard to the conflicts of law provisions therein. The parties agree that the proper venue

for any dispute related to this agreement are the state or federal courts located in Seminole County, and the parties hereby submit to the jurisdiction thereof.

13. **Entire Agreement.** This Agreement contains the complete understanding of the parties and supersedes any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute but one and the same Agreement.
14. **No Waiver.** The failure of Grantor in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein will not constitute or be construed as a waiver of such or any similar provision or covenant.
15. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability. All other terms of this Agreement will remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
16. **Cost Recovery.** In the event of litigation over this Agreement, the prevailing party in such litigation will be entitled to recover from the other party the prevailing party's reasonable costs, including attorneys' fees, incurred in bringing or defending any action or proceeding related to this Agreement.
17. **No Third-Party Beneficiaries.** Nothing in this Agreement operates to create any rights in any third parties to this Agreement, there are no third-party beneficiaries to this Agreement, and no third party to this Agreement will be entitled to assert a claim against any of the parties to this Agreement based upon this Agreement.
18. **Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

*(Remainder of page intentionally blank. Signature pages follow.)*

**IN WITNESS WHEREOF**, the parties hereby have affixed their names under seal by their duly authorized officers the day and year first above written.

**GRANTOR:**

Witnesses:

**DUKE ENERGY FLORIDA, LLC,** (SEAL)  
a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Name: Karen Adams  
Title: Manager, Land Services – Florida Region

Address: \_\_\_\_\_



\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day \_\_\_\_\_, 2026 by Karen Adams, as Manager, Land Services – Florida Region of DUKE ENERGY FLORIDA, LLC, a Florida limited liability d/b/a Duke Energy, on behalf of said company. She is personally known to me or has produced \_\_\_\_\_ as identification.

(Affix Seal) \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*[Signatures Continue on Following Page]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

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

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

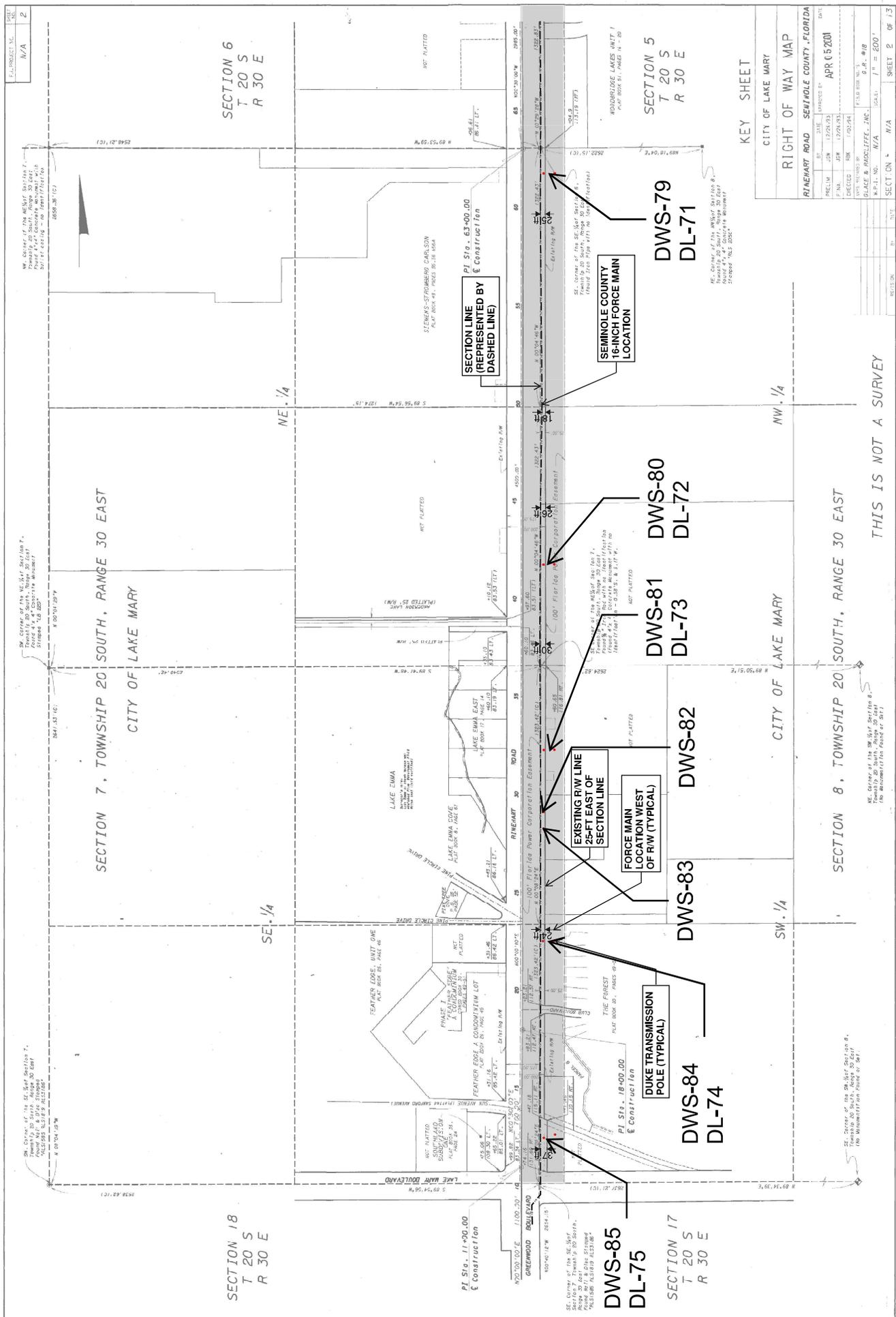
\_\_\_\_\_  
County Attorney

Attachment:

Exhibit "A" Existing and Encroachments and Additional Encroachments







FILE NAME = RENEW01.DGN  
 DATE = 6/4/97  
 CAD OPERATOR =  
 ROTATION =  
 THIS IS NOT A SURVEY

PROJECT NO.	11/A	3
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City of Lake Mary  
 SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST

SECTION 31  
 TOWNSHIP 19 SOUTH  
 RANGE 30 EAST

SECTION 32  
 TOWNSHIP 19 SOUTH  
 RANGE 30 EAST

SECTION 5, TOWNSHIP 20 SOUTH, RANGE 30 EAST

CITY OF LAKE MARY

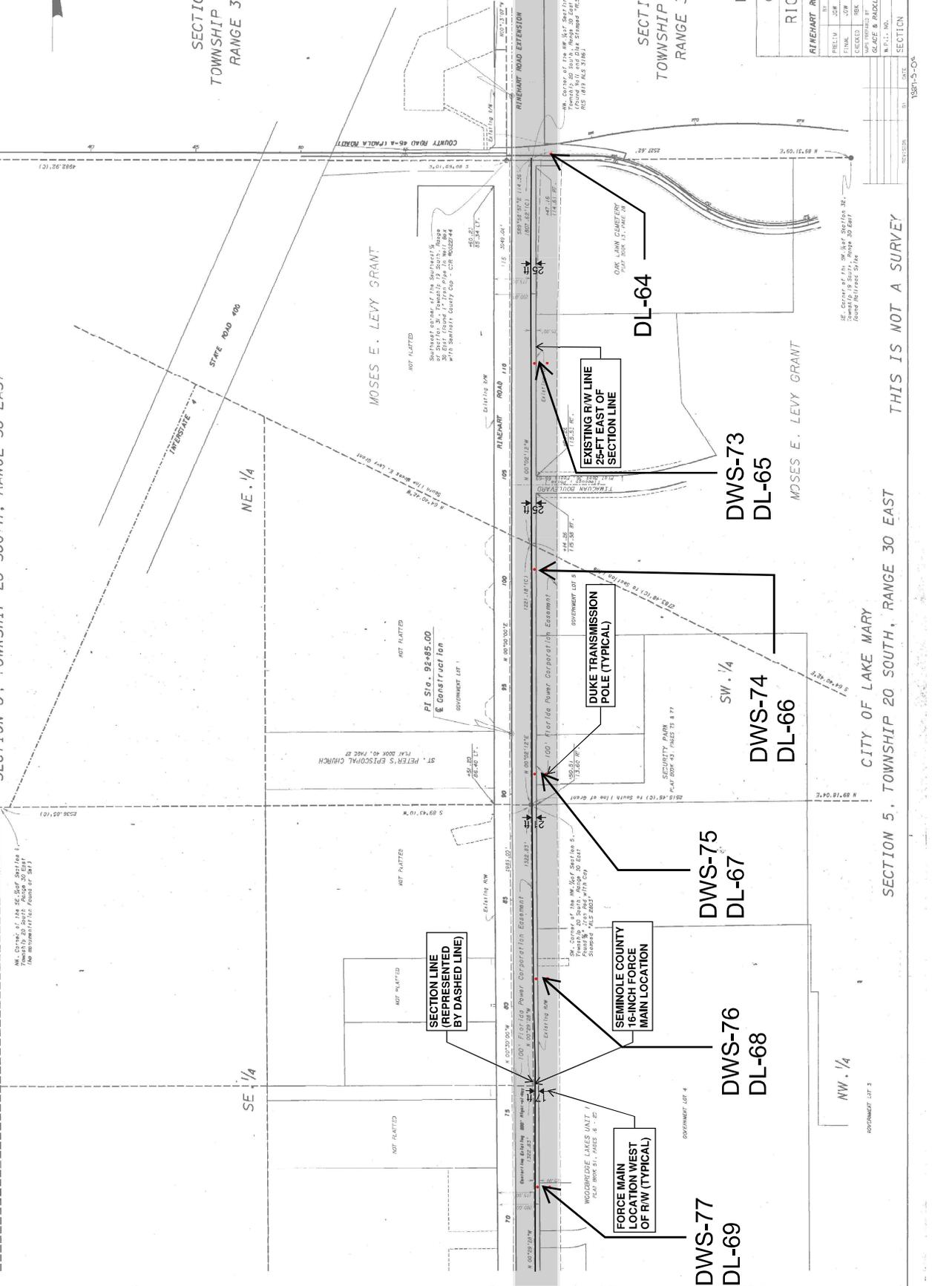
RIGHT OF WAY MAP

APPROVED BY  
 DATE: APR 05 2001

FILE NAME: KEWIRW02.DGN  
 DATE: 8/4/97

THIS IS NOT A SURVEY

369



FILE NAME	KEWIRW02.DGN
DATE	8/4/97
PROJECT NO.	11/A
SHEET NO.	3 OF 13

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
UTILITIES DEPARTMENT**

**EXHIBIT "A"**  
Part 3 of 3

**100% CONSTRUCTION PLANS FOR  
02208026  
RINEHART RD. FORCE MAIN VALVES  
AND FLOW METER INSTALLATION  
CX-XXXX-XX (TBD)**

**BOARD OF COUNTY COMMISSIONERS**  
BOB JAMES  
MAYOR  
LEE CONSTANTINE  
DISTRICT 1  
MELISSA HARRIS  
DISTRICT 2  
MICHAEL HARRIS  
DISTRICT 3  
WILLIAM HARRIS  
DISTRICT 4  
VICKI CHAIK, DISTRICT 5  
COUNTY MANAGER

**UTILITIES DEPARTMENT**  
500 W. LAKE MARY BLVD, SANFORD, FL 32773  
407-685-2110  
DEPARTMENT DIRECTOR: KIM GRUBBER, P.E.  
UTILITY DIVISION MANAGER: WILLIAM WHITE, P.E.

**Index of Sheets**

CLA	Cover Sheet
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CE-04	Site Plan
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CE-98	Site Plan
CE-99	Site Plan
CE-100	Site Plan



500 West Fulton Street  
Sanford, FL 32771  
Tel: 407-685-2110

Plans Prepared By:  
**CPH, LLC**  
A Full Service A & E Firm

© 2024

**CPH**  
www.cphcorp.com  
A Full Service A & E Firm

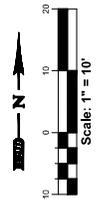
NOTICE:  
THIS SET OF PLANS IS FOR CONSTRUCTION PURPOSES WITHOUT FINANCING.  
IT IS THE USER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.  
NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE ENGINEER OR ARCHITECT FOR ANY USES OTHER THAN THOSE SPECIFICALLY STATED ON THESE PLANS.

JOB# S09105  
DATE: FEBRUARY 2024

ROCCO R. MASSO  
P.E. No. 54721







TRAIL CLOSURE ALLOWED AT NIGHT ONLY, DURING DAYLIGHT HOURS. THE TRAILS TO BE OPEN FOR USE, AS APHALT MILLINGS OR OTHER COMPACTED TEMPORARY SURFACE MATERIAL AS APPROVED BY THE ENGINEER. MAINTAIN THE TEMPORARY SURFACE UNTIL FINAL PAVING OCCURS.

RINEHART  
 (200' NORTH SIDE)  
 FILE NAME-A

STMH  
 TOP ELEV=61.09  
 N INV ELEV(30" RCP)=55.86  
 S INV ELEV(30" RCP)=55.86  
 BOTTOM ELEV=55.86

FGI  
 TOP ELEV=60.84  
 W INV ELEV(18" RCP)=56.34  
 BOTTOM ELEV=56.34

FGI  
 TOP ELEV=62.24  
 N INV ELEV(30" RCP)=57.29  
 S INV ELEV(30" RCP)=57.11  
 BOTTOM ELEV=57.11



18" FLUE VALVE  
 REMOVE EXISTING FORCE MAIN  
 INSTALL 20\"/>

OPEN CUT AS NEEDED  
 MLE AND RESURFACE  
 AS SHOWN (18\"/>

APPROXIMATE E/R/W  
 LINE OF RINEHART RD

100' FR&C EASEMENT  
 PER ORB 117, PG 38  
 & DB 1493, PG 364

TRACT F-3  
 FOUNTAIN PARK  
 100' FR&C EASEMENT  
 PER ORB 517-50

TRACT B-1  
 15.00' WIDE LANDSCAPE & BUFFER  
 EASEMENT, PB 88, PGS 34-50

		<b>A Full Service A &amp; E Firm</b> <small>800 West 8th Street        Ft. Worth, TX 76102        www.gphcorp.com</small>		<b>PHOTOGRAPHY</b> <small>10002 N. MASSO        FT. WORTH, TX 76103 8477</small>		<b>DESIGNED BY</b> <small>FOR SUBMITTAL</small> <b>DESIGNED BY</b> <small>S. J. SALAS</small> <b>CHECKED BY</b> <small>R. MASSO</small> <b>DATE:</b> <small>2/2/2024</small> <b>JOB NO.:</b> <small>1592105</small>		<b>PROJECT</b> <b>RINEHART RD. FORCE MAIN VALVES        AND FLOW METER INSTALLATION</b> <b>SEMINOLE COUNTY</b>		<b>SHEET NO.</b> <b>C6.0</b>	
Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____	Date: _____ Revision: _____











# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

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**File Number: 2026-0195**

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**Title:**

**Midway Update (John Slot, Public Works Director)**



# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0209**

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**Title:**

Approval of the at-large Board Appointment

**Background:**

<b>Name</b>	<b>Board</b>	<b>Term</b>
David Whateley	Fred R Wilson Memorial Law Library Board of Trustees	1/1/26 - 12/31/28

**Requested Action:**

Staff requests the Board approve the appointment as presented.

**From:** [Seminole](#)  
**To:** [Drager, Dominique](#)  
**Subject:** New form response - REQUESTFORBOARDAPPOINTMENTFORM  
**Date:** Monday, January 26, 2026 2:36:28 PM

## New form response

localhost

Form: [REQUESTFORBOARDAPPOINTMENTFORM](#)

A new response was submitted on 26 January 2026, 02:36 PM.

First Name	David
Last Name	Whateley
Middle Name	Anthony
Email Address	dwhateley@sa18.org
Cell Phone Number	407-625-6341
Are you a Registered Voter?	Yes
Home Address	2855 Egrets Landing Drive
Home Address cont'd	
City	Lake Mary
State	FL
Zip Code	32746
Mailing Address	2855 Egrets Landing Drive
Mailing Address cont'd	
City	Lake Mary
State	FL
Zip Code	32746
Interest #1	Fred R Wilson Memorial Law Library Board of Trustees
Interest #2	

Interest #3	
Are you of Hispanic origin?	No
Gender	Male
Disabled?	
Race	Caucasian (non-Hispanic)
Place of Employment	Office of the State Attorney
Job Title	Assistant State Attorney
School Name:	Barry University - School of Law
Degree Received	Juris Doctor
Name	William Scheiner
Email	wscheiner@sa18.org
Phone Number	321-617-7510
Relationship	State Attorney - Employer
Name	Susan Stacy
Email	susan.stacey@flcourts18.org
Phone Number	407-665-4048
Relationship	Circuit Judge - Colleague
Name	Bryanna Bynum
Email	bbynum@smithandeulo.com
Phone Number	617-359-4381
Relationship	Former Co-Worker and Colleague
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	Having been a former educator, a member of the Florida Bar for approximately 19 years, and an Assistant State Attorney in Seminole County for the last 16 years in addition to being an active member of the Seminole County Bar Association, I believe that I can continue to serve my community as a board member for the Fred R Wilson Law Library.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
captcha error	0

[View response](#)

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# SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES  
BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
32771-1468

## Agenda Memorandum

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**File Number: 2026-0197**

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**Title:**

Approval of the District 5 Board Appointments

**Background:**

<b>Name</b>	<b>Board</b>	<b>Term</b>
Connor Hartman	Library Advisory Board	1/1/26 - 12/31/27
Scott Toschlog	Parks and Preservation Advisory Committee	1/1/26 - 12/31/27

**Requested Action:**

Staff requests the Board approve the appointments as presented.

**From:** [Seminole](#)  
**To:** [Drager, Dominique](#)  
**Subject:** New form response - REQUESTFORBOARDAPPOINTMENTFORM  
**Date:** Tuesday, February 3, 2026 11:40:14 PM

## New form response

localhost

Form: [REQUESTFORBOARDAPPOINTMENTFORM](#)

A new response was submitted on 03 February 2026, 11:40 PM.

First Name	Connor
Last Name	Hartman
Middle Name	Byron
Email Address	connorhartman@gmail.com
Cell Phone Number	352-679-4085
Are you a Registered Voter?	Yes
Home Address	209 welcome way
Home Address cont'd	Apt 213
City	Fern park
State	Florida
Zip Code	32730
Mailing Address	209 welcome way
Mailing Address cont'd	Apt 213
City	Fern park
State	Florida
Zip Code	32730
Interest #1	Code Enforcement Board
Interest #2	Library Advisory Board

Interest #3	Historical Commission
Are you of Hispanic origin?	No
Gender	Male
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	Centene
Job Title	Escalation response specialist
School Name:	University of Southern Mississippi
Degree Received	Library science in progress
Name	Graham Hiller
Email	grahamhiller01@gmail.com
Phone Number	949-462-4883
Relationship	Friend
Name	Mathew ito
Email	
Phone Number	714-624-1472
Relationship	Friend
Name	Quan Nguyen
Email	
Phone Number	714-592-6777
Relationship	Friend
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	I have many years of direct customer service experience and dealing with the public. I previously have served an advisory board in lake County, I was appointed to the children's services County when I lived there so I have experienced serving on advisory board. I have an interest in city and county codes and a fascination for local administration. I am also currently in the process of getting my bachelor's degree in library science. My I believe I would be a good fit for service on an advisory board because of my previous experience and my drive to better my community and help the citizens of Seminole County.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
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[View response](#)

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**From:** [Seminole](#)  
**To:** [Drager, Dominique](#)  
**Subject:** New form response - REQUESTFORBOARDAPPOINTMENTFORM  
**Date:** Friday, February 6, 2026 10:57:39 AM

## New form response

localhost

Form: [REQUESTFORBOARDAPPOINTMENTFORM](#)

A new response was submitted on 06 February 2026, 10:57 AM.

First Name	Scott
Last Name	Toschlog
Middle Name	Allan
Email Address	stoschlog@dixhite.com
Cell Phone Number	407-739-5340
Are you a Registered Voter?	Yes
Home Address	138 Margo Lane
Home Address cont'd	
City	Longwood
State	Florida
Zip Code	32750
Mailing Address	138 Margo Lane
Mailing Address cont'd	
City	Longwood
State	
Zip Code	32750
Interest #1	Parks and Preservation Advisory Committee
Interest #2	

Interest #3	
Are you of Hispanic origin?	No
Gender	Male
Disabled?	No
Race	Caucasian (non-Hispanic)
Place of Employment	Dix Hite Partners
Job Title	Sr. Principal
School Name:	Purdue University
Degree Received	Bachelor of Science in Landscape Architecture
Name	Jessica Griggs
Email	jgriggs@dixhite.com
Phone Number	407-920-5519
Relationship	Co-worker
Name	Sheeba West
Email	swest@dixhite.com
Phone Number	407-580-8113
Relationship	Co-worker
Name	Doug Crenshaw
Email	Doug.Crenshaw@flhosp.org
Phone Number	321-439-5496
Relationship	Neighbor
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	I'm passionate individual when it comes to parks and trails. I'm also a runner and a cyclist so I'm very familiar with the Seminole County trails. In addition, being a Landscape Architect, I've had the ability to assist with designing parks.
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
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