



SEMINOLE COUNTY, FLORIDA
Board of County Commissioners
Meeting Agenda

Tuesday, February 10, 2026

9:30 AM

BCC Chambers

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

Central Florida Freethought Community

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation proclaiming Master Sergeant Charles Hedge, Jr., United States Air Force as Seminole County's February Veteran of the Month. **(Master Sergeant Charles Hedge, Jr., United States Air Force)** [2026-0115](#)
2. Approve and authorize the Chairman to execute a Proclamation proclaiming February 2026 as "Black History Month" in Seminole County, Fl. [2026-0136](#)
3. Presentation - Seminole State College Seminole Commits **(Gui Cunha, Economic Development & Tourism Director and Amy Kirkland, Seminole State College)** [2026-0138](#)

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****Constitutional Officers – Consent Agenda (Items No. 4 - 5)**

4. Expenditure Approval List dated January 14, 2026; and Payroll Approval List dated January 14, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** [2026-0124](#)
5. Approval by the Board of County Commissioners to appropriate \$130,000 from Local Law Enforcement Trust Fund to provide funding to various support organizations within the community; and to provide funding of \$330,000 from Federal Law Enforcement Trust Fund for law enforcement equipment for Fiscal Year 2025/26. Countywide **(Lisa Spriggs, Chief of Administrative Services)** [2026-0142](#)

County Manager's Consent Agenda (Items No. 6 - 13)**County Manager's Office**

6. Approve and authorize the Chairman to execute a Proclamation proclaiming February 11, 2026 as "Heart of Florida United Way 211 Day" in Seminole County, Fl. [2026-0137](#)

7. Approve an additional paid day off in observance of President's Day (February 16, 2026), consistent with the State of Florida's holiday schedule and in recognition of the America 250 commemoration. Countywide (**Darren Gray County Manager**) [2026-0153](#)
8. Approve and authorize the Chairman to execute an Interlocal Agreement between Central Florida Expressway Authority and Seminole County related to joint funding for the SR 417 Sanford Airport Connector Project. District5 - Herr (**Kristian Swenson, Assistant County Manager**) [2026-0141](#)

County Attorney's Office

9. Approve and authorize the Chairman to execute a Release Agreement between Seminole County and C.T. Hsu & Associates, LLC related to the APM v. Seminole County litigation (2022-CA-1729). Countywide (**Kate Latorre, County Attorney**) [2026-0108](#)
10. Approve and authorize the Chairman to execute a Release and Settlement Agreement between Seminole County and Certain Underwriters at Lloyd's Subscribing to Policy No. PK1005818 ("Underwriters"), for the River Cross Land Company, LLC litigation. Countywide (**Kate Latorre, County Attorney**) [2026-0130](#)

Administrative Services

11. Award CC-6690-25/TAD Pump Station Renewal & Replacement D25 - Phase I to Carr & Collier, Inc. in the amount of \$1,985,700.00 and authorize the Purchasing & Contracts Division to execute the agreement. District5 - Herr (**Stephen Koontz, Administrative Services Deputy Director**) [2026-0085](#)
Requesting Department- Utilities Engineering

Management and Budget

12. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-018 in the amount of \$55,000 through the Fire Grants (State) Fund to appropriate the grant funding from the State of Florida USAR HM MARC Grant Agreement to purchase HazMat equipment. Countywide (**Timothy Jecks, Budget Director**) Requesting Department - Fire [2026-0116](#)

Public Works

13. Request Board approval to submit a grant application to the U.S. Department of Transportation for the Better Utilizing Investments to Leverage Development (BUILD) Grant Program requesting up to \$25,000,000 for the Reconnecting Orange Boulevard Project; and authorize the County Manager or designee to execute all documents associated with the BUILD grant application. District 5 - Herr (**John Slot, Public Works Director**) [2026-0119](#)

V. REGULAR AGENDA

14. Tourism Update (**Gui Cunha, Economic Development & Tourism Director**) [2026-0144](#)

VI. WORKSESSION

15. Work Session - Indoor Sports Complex (**Rick Durr, Parks and Recreation Director**) [2026-0140](#)
16. Work Session - Business Tax Receipts (**Tricia Johnson, Deputy County Manager**) [2026-0139](#)

VII. COUNTY ATTORNEY'S REPORT**VIII. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS****IX. BOARD APPOINTMENTS****X. DISTRICT COMMISSIONER REPORTS**

District 4 - Commissioner Lockhart

District 1 - Commissioner Dallari

District 2 - Commissioner Zembower

District 3 - Commissioner Constantine

District 5 - Chairman Herr

XI. CHAIRMAN'S REPORT**XII. PUBLIC COMMENT (Items not Related to the Agenda)**

XIII. 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

Agenda Memorandum

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

File Number: 2026-0115

Title:

Proclamation proclaiming Master Sergeant Charles Hedge, Jr., United States Air Force as Seminole County's February Veteran of the Month. **(Master Sergeant Charles Hedge, Jr., United States Air Force)**

**PROCLAMATION
OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING
UNITED STATES AIR FORCE MASTER SERGEANT CHARLES HEDGE, JR FOR HIS
OUTSTANDING SERVICE TO THE UNITED STATES AND SEMINOLE COUNTY**

WHEREAS, the brave men and women of our Army, Navy, Marines, Air Force, Coast Guard, and Space Force demonstrate a resolute spirit and unmatched selflessness, reminding us there are few things more American than giving of ourselves to make a difference in the lives of others; and

WHEREAS, throughout our country’s history, generations of service members have answered the call to leave their families, their jobs, and put their futures and even their lives on the line to valiantly defend our nation; and

WHEREAS, for many service members, the sacrifice has ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty; and

WHEREAS, there are more than 30,000 living veterans in Seminole County who served our Nation in times of peace and war. Through their service, they kept America strong; and

WHEREAS, Sergeant Charles Hedge, Jr comes from a long and honorable lineage of military service spanning multiple generations and conflicts, including the Revolutionary War at the Battle of Yorktown, World War I and the Battle of Chosin Reservoir; and

WHEREAS, Sergeant Charles Hedge, Jr enlisted in the United States Air Force on June 6, 1973, in Chicopee, Massachusetts, and served honorably for 20 years. He also served in Saudi Arabia during the Iran–Iraq conflict with additional assignments in Germany, Iceland, and Alaska. He distinguished himself as a skilled Radar Maintenance Technician and Radar Evaluator responsible for managing maintenance operations, and evaluating air defense radar systems vital to national security, earning numerous military decorations; and

WHEREAS, following his military retirement, Sergeant Charles Hedge, Jr continued a lifetime of service through civilian employment and community leadership. He remains deeply committed to veteran advocacy with 38 years of membership in the American Legion and active service with Post 243 as the 2nd Vice Commander. He is also the coordinator of numerous veteran programs, including suicide prevention and monthly visitations to veterans in retirement and memory care facilities throughout Seminole County,

WHEREAS, Sergeant Charles Hedge, Jr, has brought great credit and distinction upon himself, the United States of America, the United States Air Force, and Seminole County.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, express our gratitude, admiration, and respect for Sergeant Charles Hedge, Jr, for his outstanding service to the United States Air Force.

BE IT FURTHER PROCLAIMED that this Proclamation is presented to Sergeant Charles Hedge, Jr along with our sincere congratulations and recognition as Seminole County’s

**“Veteran of the Month”
ADOPTED this 10th day of February 2026.**



Andria Herr, Chairman
Seminole County Board of County Commissioners



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0136

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming February 2026 as “Black History Month” in Seminole County, Fl.

**PROCLAMATION
OF THE
SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
PROCLAIMING FEBRUARY 2026
BLACK HISTORY MONTH
IN SEMINOLE COUNTY, FLORIDA**

WHEREAS, Black History Month, observed annually in February, is a time set aside to honor the rich heritage, indelible contributions, and enduring legacy of African Americans whose courage, creativity, and perseverance have helped shape the moral, cultural, and civic foundation of the United States; and

WHEREAS, the observance of Black History Month finds its roots in 1926, when scholar and historian Dr. Carter G. Woodson established Negro History Week to ensure that the achievements and experiences of African Americans would be recognized, studied, and preserved as an essential part of our shared national story; and

WHEREAS, Seminole County, Florida, is deeply enriched by a proud and resilient African American history—one marked by faith, scholarship, enterprise, and community-building—that continues to influence and strengthen the County to this day; and

WHEREAS, following the Civil War and during an era of profound challenge and transformation, African American pioneers established thriving communities within Seminole County, including the historic neighborhoods of Georgetown and Goldsboro, which stood as beacons of self-determination, mutual support, and hope; and

WHEREAS, the Georgetown community, founded in the 1870s, emerged as a self-sustaining settlement with its own schools, churches, and businesses, nurturing generations of families and fostering a spirit of unity and progress that endures as a cornerstone of Sanford's history; and

WHEREAS, the town of Goldsboro, incorporated in 1891 and recognized as one of the oldest African American–founded communities in the nation, reflects the determination and vision of its residents, who built institutions of commerce, worship, and civic life in the face of segregation and inequality; and

WHEREAS, African American educators and leaders such as Joseph N. Crooms and Wealthy Crooms championed the transformative power of education by establishing Hopper Academy and later Crooms Academy, providing generations of students with opportunity, dignity, and the tools to pursue excellence, and leaving a lasting legacy of academic achievement in Seminole County; and

WHEREAS, the enduring presence of historic churches, schools, cultural institutions, and families throughout Seminole County stands as a living testament to the faith, resilience, and contributions of African Americans whose stories continue to inspire progress, understanding, and unity across our community.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim February, 2026 as Black History Month in Seminole County, Florida.

ADOPTED this 10th day of January 2026

ANDRIA HERR, CHAIRMAN
SEMINOLE COUNTY, BOARD OF COUNTY COMMISSIONERS



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0138

Title:

Presentation - Seminole State College Seminole Commits (Gui Cunha, Economic Development & Tourism Director and Amy Kirkland, Seminole State College)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0124

Title:

Expenditure Approval List dated January 14, 2026; and Payroll Approval List dated January 14, 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:

Kyla Farrell - 407-665-7661

Background:

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

Requested Action:

Approve Expenditure Approval List dated January 14, 2026; and Payroll Approval List dated January 14, 2026.

**CLERK AND COMPTROLLER'S
REPORT and BRIEFING
FEBRUARY 10, 2026**

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval List dated January 14, 2026; and Payroll Approval List dated January 14, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. RECEIVED AND FILED LISTING (For Information Only)

- 1 AMDMT #1 TO W.O. #1 TO PS-6032-24/CORE CONSTRUCTION
- 2 AMDMT #1 TO W.O. #15 TO PS-3078-20/SCS ENGINEER
- 3 AMDMT #1 TO W.O. #6 TO PS-5946-24/JACOBS ENGINEERING GROUP
- 4 AMDMT #3 TO W.O. #100 TO PS-1822-18/AECOM TECHNICAL SERVICES
- 5 AMDMT #5 TO W.O. #48 TO PS-1822-18/CDM SMITH
- 6 BID PRESENTATION FOR PS-6780-25 FROM CHARLES PERRY PARTNERS (CPPI)
- 7 BID PRESENTATION FOR PS-6780-25 FROM D.E. SCORPIO CORP
- 8 BID PRESENTATION FOR PS-6780-25 FROM WHARTON-SMITH
- 9 BID PRESENTATION FOR PS-6745-25 FROM JL2 ARCHITECTURE
- 10 BID PRESENTATION FOR PS-6745-25 FROM PQH GROUP
- 11 C.O. #2 TO CC-6517-25/INTEGRITY ENVIRONMENTAL SOLUTIONS
- 12 C.O. #3 TO CC-4408-23/DB CIVIL CONSTRUCTION
- 13 FIFTH AMDMT TO IFB-604772-24/DESIGNLAB
- 14 FPSC ORDER #PSC-2026-0018-CO-GU ISSUED 1/12/26
- 15 FY2025 CDBG, HOME, AND ESG GRANT AGRMTS/HUD (NFEX)
- 16 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE
CERTIFICATE/GFL SOLID WASTE SOUTHEAST
- 17 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE
CERTIFICATE/JJ'S WASTE & RECYCLING
- 18 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE
CERTIFICATE/REPULIC SERVICES OF FLORIDA
- 19 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE
CERTIFICATE/WASTE CONNECTIONS OF FLORIDA
- 20 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE
CERTIFICATE/WASTE MANAGEMENT INC OF FLORIDA
- 21 RENEWAL #1 TO RFP-604444-22/TRI COUNTY TOWING
- 22 RENEWAL #7 TO RFP-602684-16/AVI-SPL LLC
- 23 SECOND AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY2024-2025 (AS APPROVED
BY THE BCC 07-22-2025)
- 24 W.O. #4 TO PS-4139-22/GAI CONSULTANTS
- 25 W.O. #69 TO PS-2826-20/PEGASUS ENGINEERING

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 1/8/26 Through 1/14/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	\$ 936,943.79
00103	NATURAL LAND ENDOWMENT FUND	892.50
00108	FACILITIES MAINTENANCE FUND	392,810.42
00111	TECHNOLOGY REPLACEMENT FUND	7,749.55
00112	MAJOR PROJECTS FUND	8,322.38
00113	COUNTYWIDE UTILITIES	87,448.45
00115	COURT PROGRAM FUND	5,478.36
10101	TRANSPORTATION TRUST FUND	40,439.33
10103	SUNRAIL OPERATIONS	6,058.50
10400	BUILDING PROGRAM	46,798.20
11000	TOURISM PARKS 1,2,3 CENT FUND	184,820.27
11001	TOURISM SPORTS 4 & 6 CENT FUND	34,842.84
11200	FIRE PROTECTION FUND	128,365.07
11400	COURT SUPP TECH FEE (ARTV)	7,708.24
11560	2014 INFRASTRUCTURE SALES TAX	1,087,201.38
11641	PUBLIC WORKS-INTERLOCAL AGREEM	193,189.34
11902	HOME PROGRAM GRANT	32,071.00
11905	COMMUNITY SVC BLOCK GRANT	27,940.76
11916	PUBLIC WORKS GRANTS	40,388.87
11919	COMMUNITY SVC GRANTS	257.87
11930	RESOURCE MANAGEMENT GRANTS	20,839.00
12023	SHIP AFFORDABLE HOUSING 22/23	27,350.00
12024	SHIP AFFORDABLE HOUSING 23/24	97,399.78
12025	SHIP AFFORDABLE HOUSING 24/25	305.00
12303	OPIOID SETTLEMENT	86,100.26
12500	EMERGENCY 911 FUND	10,755.87
12606	MOBILITY FEE CORE DISTRICT	1,830.95
15000	MSBU STREET LIGHTING	5,590.16
16000	MSBU PROGRAM	468.49
16005	MSBU MILLS (LM/AWC)	790.43
16006	MSBU PICKETT AQUATIC (LM/AWC)	170.00
16007	MSBU AMORY (LM/AWC)	185.89
16013	MSBU HOWELL CREEK (LM/AWC)	78.89
16020	MSBU HORSESHOE (LM/AWC)	347.31
16021	MSBU MYRTLE (LM/AWC)	92.52
16023	MSBU SPRING WOOD LAKE (LM/AWC)	279.31
16024	MSBU LAKE OF THE WOODS(LM/AWC)	811.15
16025	MSBU MIRROR (LM/AWC)	305.15
16026	MSBU SPRING (LM/AWC)	756.10
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	256.81
16028	MSBU BURKETT (LM/AWC)	134.99
16030	MSBU SWEETWATER COVE (LM/AWC)	1,303.35
16031	MSBU LAKE ASHER AWC	120.00
16032	MSBU ENGLISH ESTATES (LM/AWC)	45.00
16035	MSBU BUTTONWOOD POND (LM/AWC)	70.02
16036	MSBU HOWELL LAKE (LM/AWC)	1,582.20
16037	MSBU LK LINDEN (LM/AWC)	112.49
16039	MSBU RICE LAKE (LM)	245.20
16040	MSBU TWIN LAKES (LM)	291.55
16073	MSBU SYLVAN LAKE (AWC)	860.22
16077	MSBU LITTLE LK HOWELL/TUSK	372.70
16080	MSBU E CRYSTAL CHAIN OF LAKES	844.98
40100	WATER AND SEWER FUND	44,993.22
40201	SOLID WASTE FUND	187,310.61
50100	PROPERTY LIABILITY FUND	75,974.92
50200	WORKERS COMPENSATION FUND	1,336.25
50300	HEALTH INSURANCE FUND	16,902.68
60308	ADULT DRUG COURT	240.98
TOTAL REPORT		<u>\$ 3,857,181.55</u>

**COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JANUARY 14, 2026**

CHECK SEQUENCE: CK # 986886-987116

ACH SEQUENCE: ACH # 204-209

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 10TH DAY
OF FEBRUARY, 2026.**

Chairman

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 01/14/2026
Biweekly Payroll Ending: 01/10/2026

Check Numbers: **163222-163242**

Voided Check Number: N/A

Net Expenditure Total: **\$3,643,249.69**

This payroll is approved by the Board of County Commissioners of Seminole County Florida,
this 10th day of February 2026.

Chairman



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0142

Title:

Approval by the Board of County Commissioners to appropriate \$130,000 from Local Law Enforcement Trust Fund to provide funding to various support organizations within the community; and to provide funding of \$330,000 from Federal Law Enforcement Trust Fund for law enforcement equipment for Fiscal Year 2025/26. Countywide (**Lisa Spriggs, Chief of Administrative Services**)

Division:

Sheriff's Office

Authorized By:

Sheriff Dennis Lemma

Contact/Phone Number:

Chief Lisa Spriggs/407-665-6617

Background:

Local Law Enforcement Trust Fund:

Donations to Local Support Organizations: The Seminole County Sheriff's Office believes a key component of crime prevention and safe neighborhoods is ensuring community-based support systems are in place to provide educational, rehabilitative, and skill development resources to at-risk populations and those in need. The Sheriff's Office would like to provide Local Law Enforcement Trust funding in Fiscal Year 2025/26 to the listed support organizations providing essential services throughout the community. Additional funding has been designated as Sheriff's Discretionary awards to provide support to various organizations throughout the year through direct request and approval by the Sheriff.

Federal Law Enforcement Trust Fund:

The Federal Equitable Sharing Program for federal forfeitures administered by the US Departments of Justice and Treasury require federal forfeitures funds be approved through budget appropriation in a similar manner to local forfeiture funds. The Sheriff's Office requests the Board to appropriate \$330,000 from Federal Department of Justice

Law Enforcement Trust funding for Fiscal Year 2025/26 for the law enforcement equipment expenditures.

The unencumbered Federal Law Enforcement Trust Fund balance as of September 30, 2025, is approximately \$403,200 consisting of approximately \$385,150 related to US Department of Justice and \$18,050 related to US Department of Treasury.

Seminole County Sheriff's Office

Local and Federal Law Enforcement Trust (LETF) Funds

BCC Agenda February 10, 2026

	FY 2025/26 Budg Appropriation Requested
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Local LETF - Charitable Contributions:

Kid's House	\$ 50,000
The Foundation for Seminole County Public Schools:	20,000
Midway Safe Harbor 21st Century Community Center	
Take Stock in Children	
Boys & Girls Clubs	5,000
Inspire of Central Florida	5,000
Sheriff's Discretionary Awards	50,000
Local LETF - Charitable Contributions	<u>\$ 130,000</u>

Federal LETF Dept. of Justice - Law Enforcement Equipment:

Search and Rescue Team Truck	\$ 110,000
Search Warrant Entry Team Vehicle	100,000
Rapid Deployment Vehicle <i>See Note Below</i>	75,000
Forensics Full Spectrum Camera	45,000
Other Equipment	55,150
Total	<u>\$ 385,150</u>

SCSO has been awarded \$133,500 in UASI (Urban Area Security Initiative) funding for the Rapid Deployment Vehicle with expected receipt in FY 2026. Additional funding from Federal LETF will be needed to fully outfit the vehicle.

Requested Action:

Staff requests Board approval to appropriate \$130,000 from Local Law Enforcement Trust Fund to provide funding to various support organizations within the community; and to provide funding of \$330,000 from Federal Law Enforcement Trust Fund for law enforcement equipment for Fiscal Year 2025/26.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0137

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming February 11, 2026 as “Heart of Florida United Way 211 Day” in Seminole County, Fl.

**PROCLAMATION
OF THE
SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
PROCLAIMING FEBRUARY 11, 2026 AS
HEART OF FLORIDA UNITED WAY 211 DAY
IN SEMINOLE COUNTY, FLORIDA**

WHEREAS, Heart of Florida United Way was founded in 1939 and is Central Florida’s largest supporter of local health and human service agencies; and

WHEREAS, Heart of Florida United Way’s mission is to fight for the education, health and financial stability of every person in Central Florida; and

WHEREAS, 211 is the Federal three-digit dialing number assigned in the U.S. for health and human services information and referrals since 2000; and

WHEREAS, Heart of Florida United Way 211 offers free, confidential 24/7/365 information and referrals to available health, human, and crisis services for Seminole County residents; and

WHEREAS, Heart of Florida United Way 211 assisted over 240,000 people in 2025 connect with vital local community-based services through 211 calls, texts, emails, chats and online database searches; and

WHEREAS, the Heart of Florida United Way 211 is a member of the National 211 network celebrating National 211 Day and is a proven critical service to the continued health and well-being of Seminole County residents.

NOW, THEREFORE, WE, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim February 11, 2026 as **Heart of Florida United Way 311 Day** in Seminole County, Florida

ADOPTED this 10th day of February 2026

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



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0153

Title:

Approve an additional paid day off in observance of President's Day (February 16, 2026), consistent with the State of Florida's holiday schedule and in recognition of the America 250 commemoration. Countywide (**Darren Gray County Manager**)

Division:

County Manager Office

Authorized By:

Darren Gray, County Manager

Contact/Phone Number:

Darren Gray/407-665-7211

Background:

On January 30, 2026, Gov. Desantis announced that state offices will be closed for President's Day (February 16, 2026) in recognition of the 250th anniversary of the Declaration of Independence, also known as America 250.

Following Gov. DeSantis's direction to state employees, this extra days off is in addition to the regular holiday schedule provided in the Administrative Code Section 503.0 Holidays.

Requested Action:

Staff requests the Board approve an extra paid day off; President's Day - Monday, February 16, 2026.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0141

Title:

Approve and authorize the Chairman to execute an Interlocal Agreement between Central Florida Expressway Authority and Seminole County related to joint funding for the SR 417 Sanford Airport Connector Project. District5 - Herr (**Kristian Swenson, Assistant County Manager**)

Division:

County Manager Office

Authorized By:

Kristian Swenson, Assistant County Manager

Contact/Phone Number:

Kristian Swenson/(407)665-7246

Background:

With the Orlando Sanford International Airport growing and traffic becoming increasingly congested in the surrounding area, the Board of County Commissioners requested that the Central Florida Expressway Authority (CFX) conduct a study to evaluate the feasibility of an expressway connection between SR 417 and the Orlando Sanford International Airport. In response to this request, CFX conducted a Concept, Feasibility, and Mobility Study ("CF&M") to evaluate the feasibility of a direct access route between SR 417 and the Orlando Sanford International Airport (the "Project"). This CF&M was completed in August of 2023 and this study found that such an expressway connection was feasible from an engineering and environmental standpoint. Building upon the conclusions and findings from the 2023 CF&M, CFX began a Project Development and Environment Study ("PD&E"), to further evaluate proposed alternative alignments. On October 9, 2025, CFX's Governing Board unanimously approved a preferred alternative (as defined in the PD&E) for the Project and, due to financial viability shortfalls, directed CFX staff to identify funding partners to increase the Project's financial viability prior to commencing the Project.

The County finds it in the best interests of the County, its residents, and the public's safety and welfare to financially contribute toward the Project's completion, thereby

ensuring its financial viability and advancing the County's transportation objectives by promoting regional connectivity and alleviating congestion on its local roads. This project is a named project in the 4th Generation Sales Tax List with \$25 million earmarked for this purpose. The remaining \$25 million of needed funding for this project is the County's responsibility per the agreement; however, staff will continue to pursue other funding partners and/or grants for this portion.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute an Interlocal Agreement between Central Florida Expressway Authority and Seminole County related to joint funding for the SR 417 Sanford Airport Connector Project.

INTERLOCAL AGREEMENT
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
SEMINOLE COUNTY
related to
Joint Funding for the SR 417 Sanford Airport Connector Project

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INTERLOCAL AGREEMENT
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
SEMINOLE COUNTY
related to
Joint Funding for the SR 417 Sanford Airport Connector Project

THIS INTERLOCAL AGREEMENT (this “**Agreement**”), is made and entered into by and between:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“**CFX**”), a body politic and corporate and agency of the state, under the laws of the State of Florida with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807; and

SEMINOLE COUNTY (the “**County**”), a charter county and political subdivision of the State of Florida, having its principal place of business located at 1101 East 1st Street, Sanford, Florida 32771.

CFX and the County may each herein be referred to individually as the “**Party**” and collectively as the “**Parties**”.

RECITALS

- A.** CFX is authorized by Chapter 348, Florida Statutes, to construct, reconstruct, improve, extend, repair, maintain and operate its expressway system, together with approaches, streets, roads, bridges, and avenues of access for such system and to enter into contracts and other agreements with agencies of the State of Florida for the purpose of carrying out such powers.
- B.** With the Orlando Sanford International Airport growing and traffic becoming increasingly congested in the surrounding area, the County’s Board of County Commissioners requested that CFX conduct a study to evaluate the feasibility of an expressway connection between SR 417 and the Orlando Sanford International Airport.
- C.** In response, CFX conducted a Concept, Feasibility, and Mobility Study (“**CF&M**”), the final version of which is herein incorporated by reference and for reference purposes only, to evaluate the feasibility of a direct access route between SR 417 and the Orlando Sanford International Airport (the “**Project**”). This CF&M was completed in August of 2023 and found that such an expressway connection was feasible from an engineering and environmental standpoint.
- D.** Building upon the conclusions and findings from the 2023 CF&M, in 2024, CFX began a Project Development and Environment Study (“**PD&E**”), the final version of which is herein incorporated by reference and for reference purposes only, to evaluate proposed alternative alignments for the Project, which was completed in October of 2025.
- E.** Based on the results of the PD&E, on October 9, 2025, CFX’s Governing Board unanimously approved a Preferred Alternative (as defined in the PD&E) for the Project and, due to financial viability shortfalls, directed CFX staff to identify funding partners to increase the Project’s financial viability prior to commencing the Project.
- F.** The County is committed to meeting the current and future transportation mobility demands of its growing population and economy, and views CFX’s completion of the Project as a key step toward its goal of promoting regional connectivity and alleviating congestion on its local roads.

- G. As a result, the County finds it to be in the best interest of the County, its residents, and the public's safety and welfare to financially contribute toward the Project's completion, thereby ensuring its financial viability and advancing the County's transportation objectives.
- H. CFX finds both acceptance of such financial contribution from the County and completion of the Project to be aligned with its objective of building, operating, and maintaining a mobility network that drives economic prosperity and quality of life through accountability, fiscally sound practices, and a community focus.

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, and intending to be legally bound by this Agreement, the Parties agree that the foregoing recitals are true, correct, and incorporated herein as part of this Agreement, and further agree as follows:

Section 1. Definitions

- 1.1 For the purposes of this Agreement, the capitalized terms are to be understood as they are first defined, either by use of bold parenthetical reference or as found within bold quotation marks.
- 1.2 In addition to such capitalized terms, the following terms are hereby defined as follows:
 - A. **"Agreement"** shall mean this agreement including all exhibits, appendices, schedules, and attachments hereto, as may be mutually agreed upon to be amended, and any documents otherwise incorporated herein by reference, as may be amended from time to time.
 - B. **"60% Design Milestone"** means the progress of plans production identified as the 60% submittal in CFX's Design Guidelines, as most recently published.
 - C. **"Construction"** means the physical work of building the Project, including mobilization, site preparation, utility relocation, installation, improvements, and all activities necessary to complete the Project in accordance with the Construction contract documents fully executed between CFX and the Construction Contractor (as defined in **Subsection 5.2**).
 - D. **"Construction Phase"** shall mean the period of time beginning on the date the Notice to Proceed has been issued to the Construction Contractor by CFX and ending on the date the Notice of Final Acceptance has been issued to the Construction Contractor by CFX.
 - E. **"County Contribution"** shall mean **Fifty Million and No/100 Dollars (\$50,000,000.00)** to be paid by the County to CFX as contemplated in this Agreement.
 - F. **"Design Phase"** shall mean the period of time beginning on the date the contract for Design Services (as defined in **Subsection 3.1**) for the Project has been fully executed and ending on the date on which the Project's design is completed. Post-design services are not part of the Design Phase.
 - G. **"Force Majeure Event"** means when, and to the extent, any event or circumstance is beyond the reasonable control of the affected Party that prevents, materially delays, or renders impracticable performance of this Agreement, including, without limitation: hurricanes and named tropical storms; floods and other extreme weather; fires or explosions; acts of God; epidemics or pandemics; war, terrorism, civil commotion, or riots; labor strikes (excluding those of the affected Party's workforce to the extent reasonably controllable); requirements of law; governmental or regulatory actions (whether or not having the effect of law), including without limitation export or import restrictions, tariffs, quota, or other restriction or prohibition or any complete or partial government shutdown, permitting delays, or emergency orders; court

injunctions; failures or outages of utilities, telecommunications, or internet; banking system disruptions (including ACH, Fedwire, or SWIFT outages), cyberattacks, and widespread service provider failures. Lack of funds alone will not be considered a Force Majeure Event.

- H. **“Notice of Final Acceptance”** means CFX’s written notice to the Construction Contractor that the Project’s Construction is complete and accepted in accordance with the Construction contract documents.
- I. **“Notice to Proceed”** or **“NTP”** means the written directive issued by CFX to the Construction Contractor that authorizes commencement of the Construction and sets the effective date from which contract time and performance obligations begin.
- J. **“Property Acquisition and Pre-Construction Phase”** means the period of time beginning after the Second Payment (as defined in **Subsection 4.1**) and ending when the Construction Phase begins.

1.3 Additional Clarifications

- A. Time shall be calculated in this Agreement as follows:
 - 1. **“Business day”** means any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida treats as a work holiday for state employees, including any day declared a work holiday for state employees by the Governor, or any day the County treats as a work holiday for County employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day.
 - 2. **“Calendar day”** means one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.
 - 3. To avoid ambiguity, if the word **“day”** is not modified by either **“business”** or **“calendar,”** it shall be read as **“calendar day”**. When used in the plural, **“calendar days”** or **“business days”** shall mean consecutive calendar days or consecutive business days, respectively.
 - 4. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.
 - 5. All references to time are to Eastern Time (Orlando, Florida).
- B. The words **“must”**, **“will”**, and **“shall”** are always mandatory and not discretionary; the word **“may”** is permissive.
- C. Unless the context clearly indicates the contrary, where a clause herein involves two or more items, conditions, provisions, or events connected by the conjunctions **“and”**, **“or”**, **“either . . . or”**, or **“and/or”**, such conjunctions shall be interpreted as follows:
 - 1. **“And”** indicates that all the connected terms, conditions, provisions, or events shall apply.
 - 2. **“Or”** indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.

- 3. **“Either . . . or”** indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination, unless further modified by **“. . . or both”**.
- 4. **“And/or”** indicates that the connected items, conditions, provisions, or events shall apply either singly or in combination.
- D. The words **"includes"** and **"including"** shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- E. The words **"herein"**, **"hereby"**, **"hereinafter"**, **"hereto"**, **"hereof"**, and other equivalent words shall refer to this Agreement as a whole, including any documents incorporated into this Agreement whether by attachment or reference.
- F. The singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders.
- G. Except as expressly stated otherwise, all references to Sections, Subsections, Paragraphs, Provisions, Exhibits, and Schedules are to those contained in this Agreement.
- H. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- I. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated.

1.4 Ambiguity; Interpretation. In the event of any material discrepancy, deficiency, or ambiguity in this Agreement, the Parties shall work in good faith to resolve the matter. Should a satisfactory resolution not be reached, the Parties shall proceed under **Section 9: Disputes**.

Section 2. First Payment

- 2.1 The County shall, within thirty (30) calendar days of the execution of this Agreement by the Parties, make an initial payment to CFX in the amount of **Twenty-Five Million and No/100 Dollars (\$25,000,000.00)** (the **"First Payment"**), which shall obligate CFX to achieve the 60% Design Milestone.
- 2.2 The First Payment shall be made by domestic, same-day, irrevocable wire transfer of immediately available funds to the account designated in the written wire instructions provided by CFX to the County. Prior to any transmission of funds, the County shall confirm CFX's wire instructions by telephone with CFX's designated contact. No changes to wire instructions may be accepted by email alone.
- 2.3 CFX shall deliver written Formal Notice (as discussed in **Subsection 12.2**) confirming receipt of the First Payment to the County no later than three (3) business days after the date the First Payment is received. Wire transfers initiated after 3:00 p.m. shall be deemed received on the next business day for purposes of CFX's confirmation obligation.
- 2.4 If the First Payment is not received on the expected date or is received in an amount different from the amount transmitted, CFX shall promptly notify the County upon discovery and the Parties will cooperate in good faith to resolve any discrepancy.

- 2.5** Failure by the County to make the First Payment within the time allotted under **Subsection 2.1** shall constitute a material breach of this Agreement. CFX may, at any time thereafter, terminate this Agreement upon written Formal Notice (as discussed in **Subsection 12.2**) to the County; provided, however, that if, prior to the County's receipt of CFX's termination notice, the County makes the First Payment in accordance with **Subsection 2.2**, the breach shall be deemed cured and CFX's right to terminate on account of that breach shall lapse.

Section 3. Project Design Phase

- 3.1** Following CFX's receipt of the First Payment, CFX shall, in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, and CFX's procurement policies and procedures, complete a qualifications-based procurement to select and award a contract to a qualified professional services firm (the "**Design Consultant**") for completion of the Project's design (the "**Design Services**").
- 3.2** CFX shall provide routine status updates to the County during the Design Phase and/or as reasonably requested by the County. At a minimum, CFX shall deliver a written status update to the County's Agency Liaison (as designated and further discussed in **Subsection 12.1**) by email upon reaching the 30%, 90%, and 100% design milestones.
- 3.3** Once the Project's design has reached the 60% Design Milestone, CFX shall provide written Formal Notice (as discussed in **Subsection 12.2**) of such occurrence to the County (the "**60% Confirmation**").
- 3.4** Upon reaching the 60% Design Milestone, CFX shall have earned the full amount of the First Payment and shall not be required to return any portion thereof to the County, except as agreed to in **Subsections 4.5**.

Section 4. Second Payment

- 4.1** During the County's fiscal year beginning on October 1, 2027, and ending on September 30, 2028, CFX shall submit an invoice to the County via a written Formal Notice for the Second Payment (as defined below). No later than ~~thirty (30)~~ calendar days after receipt of CFX's invoice, the County shall make a second payment to CFX in the amount of **Twenty-Five Million and No/100 Dollars (\$25,000,000.00)** (the "**Second Payment**"), which shall be used towards the Property Acquisition and Pre-Construction Phase and Construction Phase of the Project.
- 4.2** The same requirements and procedures provided in **Subsections 2.2, 2.3, and 2.4** as to the First Payment shall be followed for the Second Payment.
- 4.3** Unless and until the County timely transfers the Second Payment to CFX in accordance with this Section, CFX shall have no obligation to the County to proceed beyond the 60% Design Milestone, to procure Construction services, or to continue any other activities toward completion of the Project.
- 4.4** Failure by the County to make the Second Payment within the date specified in **Subsection 4.1** shall constitute a material breach of this Agreement. CFX may, at any time thereafter, terminate this Agreement upon written Formal Notice (as discussed in **Subsection 12.2**) to the County; provided, however, that if, prior to the County's receipt of CFX's termination notice, the County makes the Second Payment in accordance with **Subsection 2.2**, the breach shall be deemed cured and CFX's right to terminate on account of that breach shall lapse.

4.5 In-Kind Contribution

- A.** The provisions of this Section notwithstanding, CFX shall consider an in-kind contribution of Project-related real property interests (“**In-Kind Property**”) in lieu of or in combination with any portion of the County Contribution, provided that:
 - 1.** CFX, using its sole discretion, determines that the In-Kind Property is of the nature and kind that can be used to offset the costs of the Project;
 - 2.** The Parties mutually agree as to how the In-Kind Property will be valued against the County Contribution, which value shall include all costs associated with any conveyance of land, including without limitation title insurance, closing costs, and recording fees; and
 - 3.** The County’s request to use In-Kind Property is delivered to CFX prior to the County making its Second Payment.
- B.** If CFX elects to accept In-Kind Property under this Section, the Parties shall reduce the mutually agreed-upon value of such In-Kind Property from the County Contribution. If, after such reduction, a balance remains owed to CFX, the In-Kind Property shall be transferred to CFX at no cost, and the Second Payment shall be reduced by the amount of such balance and then timely provided to CFX by the County.
- C.** If the Parties agree that the value of the In-Kind Property exceeds the County Contribution, the County shall not be required to make the Second Payment. In no event shall CFX be required to pay, credit, offset, or otherwise compensate the County for any such excess value; provided, however, that any unexpended portion of the First Payment remaining at the time of reconciliation shall be serve as the full and final consideration provided by CFX to the County for the conveyance of the In-Kind Property under the associated Purchase and Sale Agreement.
- D.** CFX shall have no obligation to accept any proposed substitution and may, in its sole discretion and acting in good faith, reject any proposed In-Kind Property that it does not deem to satisfy the viability requirements of the Project. As a condition to any acceptance, CFX may require additional information, documentation, assurances, or terms, including appraisal reports provided at the County’s expense, as it deems reasonably necessary.
- E.** The Seminole County Board of County Commissioners must approve the contribution of any proposed In-Kind Property to CFX under this Agreement. Acceptance of In-Kind Property by CFX under this provision shall require approval by the CFX Board of Governors.

Section 5. Project Property Acquisition and Pre-Construction Phase

- 5.1** Following CFX’s receipt of the Second Payment or mutually agreed upon In-Kind Property pursuant to **Section 4.5**, CFX shall:
 - A.** Complete the Design Phase;
 - B.** Commence the Project Property Acquisition and Pre-Construction Phase and diligently pursue the acquisition of all property interests necessary for completion of the Project, whether by voluntary conveyance or through condemnation proceedings, and complete such acquisitions to the extent required to begin Construction, in accordance with applicable Florida law and CFX’s real property policies and procedures; and
 - C.** Commence any necessary permitting activities for the Project.

- 5.2** CFX shall, in compliance with applicable Florida law and CFX’s procurement policies and procedures, procure the services of and award a contract to a qualified and eligible construction contractor (the “**Construction Contractor**”) to complete Construction of the Project upon:
- A.** Completion of the Design Phase; and
 - B.** CFX’s determination, using its sole discretion, that all property interests and permits necessary to begin Construction have been, or with reasonable certainty will be, acquired.
- 5.3** CFX shall provide routine status updates to the County during the Project’s Acquisition and Pre-Construction Phase and/or as reasonably requested by the County.
- 5.4** At a minimum, CFX shall deliver a written status update to the County’s Agency Liaison (as designated and further discussed in **Subsection 12.1**) by email upon:
- A.** Adoption by the CFX Governing Board of a Resolution of Necessity as to the property interests to be acquired;
 - B.** Advertisement of the solicitation for Construction services; and
 - C.** Award and execution of the Construction contract with the Construction Contractor.

Section 6. Project Construction Phase

- 6.1** Upon meeting the Completion Deadline (as discussed in **Subsection 7.2**), CFX shall have earned the full amount of the County Contribution and shall not be required to return any portion thereof to the County.
- 6.2** CFX shall provide written Formal Notice (as discussed in **Subsection 12.2**) to the County of the following occurrences:
- A.** Issuance of the Notice to Proceed to the Construction Contractor, with such notice having the issued NTP attached thereto; and
 - B.** Issuance of the Notice of Final Acceptance to the Construction Contractor, with such notice having the issued certificate attached thereto.
- 6.3** During the Construction Phase, CFX shall provide routine status updates to the County’s Agency Liaison (as designated and further discussed in **Subsection 12.1**) and/or as reasonably requested by the County. At a minimum, such written updates shall provide the following information:
- A.** Construction progress against the Project schedule set forth in the Construction contract documents, as may be amended; and
 - B.** Any significant issues, delays, risks, and planned mitigations.

Section 7. Failure of CFX to Perform

- 7.1 Failure to Achieve 60% Design Milestone; Return of Funds.** Except to the extent excused by a Force Majeure Event as provided in **Section 8: Force Majeure**, if the Project fails to achieve the 60% Design Milestone on or before **September 30, 2028** (the “**60% Design Deadline**”), the County may deliver a written Formal Notice to CFX requesting the return of all funds paid to CFX by the County under this Agreement.

- 7.2 Failure to Issue Notice to Proceed; Return of Funds.** Except to the extent excused by a Force Majeure Event as provided in **Section 8: Force Majeure**, if CFX timely achieved the 60% Design Milestone by the 60% Design Deadline but thereafter fails to issue the Notice to Proceed to the Construction Contractor on or before **December 31, 2034** (the “**NTP Deadline**”), the County may deliver a written demand to CFX, requesting the return to the County of the Second Payment. If the Project is not open to routine traffic by **December 31, 2038** (“**Completion Deadline**”), the County may deliver a written Formal Notice to CFX requesting the return of the Second Payment.
- 7.3** To exercise its right to return of funds under either **Subsection 7.1 or 7.2**, the County shall provide CFX with a thirty (30) calendar day written Formal Notice to cure the applicable deficiency (the “**Cure Period**”). Should CFX fail to cure the applicable deficiency prior to the expiration of the Cure Period, CFX shall have thirty (30) calendar days from its receipt of County’s written Formal Notice demanding return of funds to return the applicable amount in the same manner by which it received such funds.
- 7.4** Nothing in this or any other provision in this Agreement shall be construed as preventing the Parties from mutually agreeing in writing to extend any deadlines provided in this Section.
- 7.5** If the County contributes In-Kind Property and CFX fails to meet the NTP Deadline, CFX shall either return the In-Kind Property or provide a check to the County in the amount of the mutually agreed upon value of the In-Kind Property as determined by **Subsection 4.5**, in either case within sixty (60) calendar days of a written Formal Notice by County to CFX.

Section 8. Force Majeure

- 8.1 Notice and Updates.** The affected Party shall, in compliance with the Formal Notice provisions of **Subsection 12.2**, give prompt written notice of the Force Majeure Event to the other Party within five (5) business days after becoming aware of it, stating the nature of the event, expected impact on performance, and anticipated duration, and shall provide periodic updates while the Force Majeure Event continues.
- 8.2 Effect on Milestones and Payments**
- A. 60% Design, NTP Deadline, and Completion Deadline (Section 7)**
1. If and to the extent performance is prevented or delayed due to a Force Majeure Event despite commercially reasonable efforts, the 60% Design Deadline, NTP Deadline, and Completion Deadline shall each be extended by the period of such prevention or delay plus a reasonable remobilization period not to exceed thirty (30) calendar days (collectively, the “**FM Extension Period**”).
 2. During the FM Extension Period, the County’s corresponding return-of-funds remedy shall be deferred. If CFX fails to achieve the applicable milestone by the end of the FM Extension Period, the County’s remedies under **Section 7: Failure of CFX to Perform** shall resume.
- B. County Payments (Sections 2 and 4).** If a Force Majeure Event prevents or delays the County’s ability to transmit the First Payment or Second Payment, the applicable payment deadlines shall be extended for the duration of the Force Majeure Event plus a reasonable remobilization period not to exceed thirty (30) calendar days following the conclusion of the Force Majeure Event affecting performance under this Agreement.

Section 9. Disputes

- 9.1** In the event of any controversy, claim, or dispute arising out of or relating to this Agreement (“**Dispute**”) that cannot be resolved at the staff level, the matter shall be elevated to the CFX Executive Director and the Seminole County, County Manager (or their respective designees). Either Party may initiate this process either informally or by providing written Formal Notice of the Dispute to the other Party. Such individuals shall meet, in person or virtually, no later than fifteen (15) business days of such notice and shall negotiate in good faith to resolve the Dispute.
- 9.2** If the Dispute is not resolved at the executive level, either Party may request mediation. Mediation shall be conducted before a mutually agreed mediator located in Orange County, Florida or Seminole County, Florida. Mediation costs shall be shared equally by the Parties.
- 9.3** Mediation shall be a pre-condition to filing suit regarding any Dispute arising under or related to this Agreement. If mediation results in an impasse, either Party may pursue relief in a court of competent jurisdiction, as contemplated in **Subsection 13.20** of this Agreement.
- 9.4** Unless performance is rendered impossible by the nature of the Dispute, the Parties shall continue performing their respective obligations under this Agreement while the Dispute is pending.
- 9.5** Nothing in this Section prevents either Party from seeking immediate injunctive relief in a court of competent jurisdiction when necessary to prevent irreparable harm.

Section 10. Project Ownership and Revenues; Waivers

- 10.1** The County hereby acknowledges, affirms, and agrees that:
- A.** CFX shall have exclusive ownership of the Project and the exclusive right to regulate, establish, collect, and receive all tolls on the limited-access expressway components of the Project; and
 - B.** All toll revenues and any other revenues arising from or relating to the Project that are collected or received by CFX shall belong solely to CFX.
- 10.2** To the fullest extent permitted by law, the County irrevocably disclaims, waives, and releases any and all rights, title, or interests, legal or equitable, with respect to the Project, in or to:
- A.** Any revenues of CFX arising from or relating to the Project (including tolls, fees, charges, and other income or proceeds); and
 - B.** Any real or personal property, or property interests, acquired by CFX for the Project, whether or not such acquisition was funded in whole or in part with the County Contribution.
- 10.3** The County further covenants not to assert or pursue any claim, lien, encumbrance, security interest, setoff, recoupment, constructive trust, or other equitable or legal remedy against any such Project-related revenues or property interests.
- 10.4** For the avoidance of doubt, and provided that such rights do not constitute or create any ownership or other property interest in Project related CFX revenues or Project property, nothing in this Section limits the County’s rights expressly set forth in this Agreement to enforce CFX’s obligations regarding the County Contribution.
- 10.5** To the fullest extent permitted by law, each Party expressly agrees that it shall not assert, and hereby waives, any claim, demand, action, or cause of action against any other Party, or any other Party’s

elected officials, officers, directors, employees, or agents, for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, or business opportunities, arising out of or relating to this Agreement, regardless of the theory of liability and even if such other Party has been advised of the possibility of such damages.

Section 11. No Partnership; Independent Status

11.1 This Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between CFX and the County. Each acts independently under this Agreement.

11.2 CFX shall be responsible for the procurement of the Design Consultant, planning, design, permitting, acquisition of needed property interests, procurement of the Construction Contractor, and the Construction of the Project in accordance with this Agreement, and thereafter for the ownership, operation, maintenance, and management of the Project as part of CFX's expressway system.

11.3 The County shall serve solely as a financial contributor to the Project in accordance with this Agreement, shall timely perform its obligations and duties as expressly set forth herein, and shall have no duties to design, procure, construct, operate, maintain, or manage any portion of the Project.

11.4 External Funding Requirements.

- A.** The Parties acknowledge that the County may seek third-party financial or grant assistance to fund all or part of the County Contribution. Notwithstanding the foregoing, the County represents and warrants that no part of the County Contribution shall subject, passthrough, or otherwise impose upon CFX, the Design Consultant, or the Construction Contractor any federal, state, local, or third-party grant terms or conditions, reporting or compliance requirements, audits, repayment or matching obligations, or any other obligations or restrictions related to or associated with the use of any part of the County Contribution that are not expressly set forth in this Agreement (collectively, "**External Funding Requirements**"). CFX shall be entitled to rely on this representation by the County, and any acceptance by CFX of any portion of the County Contribution, regardless of its underlying funding source, shall not constitute acceptance by CFX of any External Funding Requirements.
- B.** The County shall not withhold, condition, offset, or demand the return of any portion of the County Contribution earned by CFX based on the source or external restrictions attached thereto. CFX, the Design Consultant, and the Construction Contractor shall have no responsibility for compliance with, and no obligation to return any portion of the County Contribution received on account of, any External Funding Requirements tied to thereto, and the County shall:
 - 1.** Be and remain solely responsible for all consequences, grant terms, and conditions associated therewith (including without limitation any compliance, reporting, audit, repayment, or clawback obligations); and
 - 2.** Promptly provide replacement compensation equal to the value of any monetary amount and/or property interest demanded, repaid, or encumbered by any third party so that the total monetary value of the County's Contribution remains whole.
- C.** The County hereby acknowledges that any decision to use funds sourced from any federal, state, local, or third-party grant or other source of third-party financial assistance will be done solely at the County's own risk and that the protections of **Section 8: Force Majeure** shall not be available to the County for any circumstance that may arise that are in any manner related to its decision to use such funds, whether foreseen, unforeseen, or related to a change in law.

- D. For clarity, any violation of this **Subsection 11.4** by the County shall constitute a material breach of this Agreement by the County but shall not impair, condition, delay, or serve as a defense to CFX's entitlement to receive and retain any part of the County Contribution earned under **Subsections 3.4 or 6.1**.
- E. This **Subsection 11.4** shall survive the expiration and/or termination of this Agreement.

Section 12. Agency Liaisons; Formal Notice

12.1 Agency Liaisons

- A. CFX and the County each designate the following representatives (the “**Agency Liaison(s)**”) who shall be responsible for the day-to-day administration and management of this Agreement and its obligations, and for receiving any notice, request, consent, approval, demand, or other communication expressly stated in this Agreement to be delivered to an Agency Liaison.
- B. Each Agency Liaison shall serve as their respective agency's primary point of contact for routine communications and coordination necessary for the effective performance of this Agreement.

- 1. **CFX Liaison:** David Falk, Director of Engineering
Email: David.Falk@cfxway.com
- 2. **County Liaison:** Acting County Engineer
Email: tolore@seminolecountyfl.gov

WITH EMAIL COPY TO

Seminole County
Attn: County Manager
1101 E. 1st St., Sanford, FL 32771
Email: dgray@seminolecountyfl.gov

- C. CFX and the County may substitute their designated Agency Liaison at any time by providing Formal Notice to the other Party in accordance with **Subsection 12.2**. Such substitution shall not require an amendment to this Agreement.

12.2 Formal Notices

- A. When this Agreement requires that a notice, request, consent, approval, demand, or other communication be provided in accordance with its “**Formal Notice**” provisions, such communication must comply strictly with this **Subsection 12.2**. For clarity, Formal Notice shall be the default requirement if the Agreement does not expressly state to whom a certain communication should be delivered.
- B. All Formal Notice required under this Agreement shall be in writing and shall be deemed given and received as follows:
 - 1. On the first business day after deposit with a nationally recognized overnight courier service, fees prepaid;
 - 2. On the date of hand delivery if delivered before 5:00 p.m.; otherwise, on the next business day;
 - 3. When actually received if sent by certified United States mail, return-receipt requested, postage prepaid; and/or

4. When transmitted to the recipient's email address set forth below before 5:00 p.m., and the recipient acknowledges receipt by reply email or the sender's system records a delivery confirmation (not merely "sent"). If transmitted after 5:00 p.m., or without acknowledgment/confirmation, the email communication shall be deemed received on the next business day.

C. Addresses for Formal Notices. Formal Notices shall be addressed as follows:

1. To CFX:

Central Florida Expressway Authority
Attn: Chief of Infrastructure
4974 ORL Tower Road, Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

AND

Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road, Orlando, Florida 32807
Email: Cristina.Berrios@cfxway.com

WITH EMAIL COPY TO CFX'S AGENCY LIAISON

(see: **Subsection 12.1.B.1**).

2. To the County:

Seminole County
Attn: County Manager
1101 E. 1st St., Sanford, FL 32771
Email: dgray@seminolecountyfl.gov

AND

Seminole County
Attn: County Attorney
1101 E. 1st St., Sanford, FL 32771
Email: klatorre@seminolecountyfl.gov

WITH EMAIL COPY TO THE COUNTY'S AGENCY LIAISON

(see: **Subsection 12.1.B.2**).

- D.** Each Party may substitute its Formal Notice information at any time by providing written Formal Notice to all other Parties in accordance with this **Subsection 12.2**. Such substitution shall not require an amendment to this Agreement.

Section 13. General Provisions

13.1 Agreement for Sole Benefit of the Parties. This Agreement and the rights and benefits created by it are for the sole and exclusive benefit of CFX and the County. Without limiting the generality of the foregoing, this Agreement shall not be deemed to be for the direct or indirect benefit of any third-party.

13.2 Assignments and Successors

- A.** Neither CFX nor the County shall, without the prior written consent of the other (which the other may withhold in its absolute discretion), sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of:

1. This Agreement (in whole or in part);

2. Any obligations, duties, or responsibilities it has hereunder; or
 3. Any right, title, or interest arising under or in connection with this Agreement.
- B.** Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- 13.3 Attorneys' Fees.** No prevailing-party entitlement shall arise under or with respect to this Agreement. Each Party shall bear its own attorneys' fees and costs in connection with the negotiation, drafting, execution, administration, and enforcement of this Agreement and in any matter arising out of or related to this Agreement, including any claim, action, proceeding, or enforcement effort at trial, on appeal, on rehearing, in post-judgment or bankruptcy proceedings, or in any administrative or alternative dispute-resolution forum. Notwithstanding the foregoing, this Subsection shall not limit any Party's right to recover attorneys' fees, costs, or expenses if and only to the extent such amounts are expressly included as recoverable under any indemnification obligations set forth in this Agreement, including defense costs in connection with any such indemnified claims.
- 13.4 Binding Effect; Conflicts.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or permitted assigns. In the event of a conflict between the covenants, terms, or provisions of this Agreement and any document incorporated herein whether by attachment or reference, the provisions of this Agreement shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Agreement, the most restrictive shall govern.
- 13.5 Construction; No Presumption; Reliance.** Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement is deemed to have been drafted jointly by the Parties, and in the event of any ambiguity it shall not be construed or interpreted against the drafting Party. Each Party relies solely on the representations, warranties, covenants, and obligations expressly set forth in this Agreement and its exhibits, and no Party has relied upon any representation or statement not specifically set forth herein. This provision is without prejudice to claims based on fraud or misrepresentation of any kind, including fraudulent inducement, intentional or negligent misrepresentation, concealment, or omission of material fact.
- 13.6 Counterparts; Delivery; Signatures.** This Agreement may be executed in counterparts (including separate signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures may be affixed and delivered electronically (including, without limitation, via a reputable e-signature platform, facsimile, or transmitted PDF or scanned image), and any such electronic signature and delivery shall be valid, enforceable, and admissible as if an original under Chapter 668, Florida Statutes. No Party shall deny the legal effect, validity, or enforceability of this Agreement or related documents solely because a signature is in electronic form or the document is an electronic record. Delivery of an executed counterpart by electronic transmission shall be effective upon completion of such transmission.
- 13.7 Further Assurances.** Each Party will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Agreement. By executing this Agreement, the CFX Governing Board delegates to the CFX Executive Director, or their designee, general authority to approve and execute amendments to and issue written Formal Notices under this

Agreement without Board approval, except that the following amendments must be approved by the Board to be effective:

- A. Those that commit CFX to pay any amount in excess of the Procurement Threshold established and adjusted under the Procurement Chapter of the CFX Code; or
- B. Those that reduce the monetary value of the County Contribution by any amount, or that accept an In-Kind Contribution under **Subsection 4.5** of this Agreement.

13.8 Governing Law. This Agreement shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Agreement, without reference to any conflicts of law provisions.

13.9 Headings. The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

13.10 Inspector General; Audit Cooperation. Each Party shall comply with the provisions of Section 20.055, Florida Statutes, and shall cooperate fully with any duly authorized Inspector General or government oversight body in any investigation, audit, inspection, review, or hearing relating to this Agreement.

13.11 Interlocal Cooperation Act; Recordation. This Agreement is entered pursuant to Chapter 163, Florida Statutes, and will be recorded with the appropriate Clerks.

13.12 Jury Waiver. To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Agreement, which may be brought by either Party.

13.13 Modification. Unless otherwise expressly provided for herein, no modification of this Agreement shall be binding upon each Party unless it is reduced to writing and is signed by a duly authorized representative of each Party.

13.14 Remedies. No remedy conferred upon any Party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any Party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

13.15 Severability. The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding. If performance of any instruction or obligation becomes illegal due to a Force Majeure Event (e.g., government order or sanctions), the Parties shall confer in good faith to modify this Agreement in a manner consistent with law. If the Parties cannot mutually agree to modify the Agreement in such circumstances, the Parties will mutually agree on an amount of the County Contribution to be returned to the County. If the Parties cannot mutually agree to an amount to be returned, the Parties will follow the procedures in **Section 9: Disputes**.

13.16 Signatory. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

13.17 Sovereign Immunity. CFX and the County each hereby expressly retain sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing herein waives sovereign immunity or expands any applicable limits of liability, and neither Party consents to suit except as permitted by statute. Neither CFX's nor the County's liability under or related to this Agreement shall exceed the statutory caps in Section 768.28, and no term of this Agreement shall confer any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity or law.

13.18 Enforcement by Specific Performance. In addition to all remedies available at law or in equity for enforcement of this Agreement, the Parties expressly agree they may enforce this Agreement by specific performance.

13.19 Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Agreement.

13.20 Venue. Each Party hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Agreement or the performance of the associated obligations hereunder. Each Party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

13.21 Waiver. No delay or failure on the part of any Party to exercise any right or remedy accruing to such Party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 14. Entire Agreement

14.1 This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Agreement supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of the Parties.

[The Parties have signed on the following pages.]

IN WITNESS OF THEREOF, the Parties hereby sign this Agreement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
CFX Chairman

Printed Name: _____

Date: _____

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal counsel to
the Central Florida Expressway Authority on this
___ day of _____, 2026, for its exclusive use
and reliance.

By: _____
Cristina T. Berrios
General Counsel

IN WITNESS OF THEREOF, the Parties hereby sign this Agreement.

ATTEST

SEMINOLE COUNTY

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.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0108

Title:

Approve and authorize the Chairman to execute a Release Agreement between Seminole County and C.T. Hsu & Associates, LLC related to the APM v. Seminole County litigation (2022-CA-1729). Countywide **(Kate Latorre, County Attorney)**

Division:

County Attorney Office

Authorized By:

Kate Latorre, County Attorney

Contact/Phone Number:

Kate Latorre/407-665-7250

Background:

The County is currently in litigation with various parties regarding the construction of Seminole County's Fire Station 11. The original lawsuit was filed against the County in circuit court on July 26, 2022, by APM Construction Corp. (APM), the original contractor on the County's Fire Station 11 Project, alleging breach of contract (Count I), violation of Prompt Payment Act (Count II), violation of the Sunshine Law (Count III) and violation of the Public Records Law (Count IV), following the Board's unanimous vote on May 10, 2022 to terminate APM's construction services contract.

The County filed a Counterclaim against APM seeking damages for breach of contract (Count I) and damages under the bond (Count II), including liquidated damages; the County also filed a third-party complaint against the Surety seeking to recover liquidated damages and actual damages for the costs of correction and completion of APM's defective construction work, plus the County's attorneys' fees, costs, and expenses related to this lawsuit. The Surety filed a counterclaim against the County for breach of the performance bond and against the County's design consultant, C.T. Hsu & Associates, LLC ("CT HSU"), for professional negligence. APM has filed a Motion to Amend Complaint to add a claim against CT Hsu, also for professional negligence.

The County contracted with CT Hsu in 2019 to provide architectural and engineering

services for the design and construction administration of Fire Station 11. The County has not brought any claim against CT Hsu for the design and construction of Fire Station 11. CT Hsu now seeks the County's execution of the Release of all Claims related to its involvement with Fire Station 11. The County Attorney's Office and the County's outside counsel in this matter agree that the County's release of CT Hsu is in the best interests of the County and the ongoing litigation.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Release Agreement between Seminole County and CT Hsu & Associates, LLC related to the APM v. Seminole County litigation (2022-CA-1729).

RELEASE OF ALL CLAIMS

THIS RELEASE OF ALL CLAIMS (the “Agreement” or “Release”) is made and entered into between C.T. HSU & ASSOCIATES, LLC (“C.T. HSU” or “Releasee”) and SEMINOLE COUNTY, FLORIDA (“Seminole County” or “Releasor”) (C.T. HSU and Seminole County collectively, the “Parties”).

RECITALS

A. **WHEREAS**, on or about June 26, 2019, C.T. HSU entered into a Basic Agreement Number M-2599-19/RTB (the “Contract”) with the Board of County Commissioners Seminole County, Florida, to provide architectural design and construction administration services for the Fire Station No. 11 Project located at 2721 S. Ronald Reagan Blvd., Altamonte Springs, Florida 32701 (the “Project”).

B. **WHEREAS**, Seminole County and C.T. HSU are both named defendants in the lawsuit with Case No.: 59-2022-CA-001729 in the Circuit Court of the Eighteenth Judicial Circuit in Seminole County, Florida (the “Litigation”).

C. **WHEREAS**, on or about January 19, 2023, Seminole County filed a Counterclaim against APM Construction Corp., alleging APM’s failure to perform its contractual duties and its defective construction work under the contract.

D. **WHEREAS**, on or about November 14, 2024, Old Republic Surety Company filed its Counterclaim against Seminole County and C.T. HSU.

E. **WHEREAS**, Seminole County has not asserted any claims against C.T. HSU in Case No. 59-2022-CA-001729.

F. **WHEREAS**, without admitting liability and expressly denying any liability and wrongdoings, the Parties hereby agree to settle and release any claims, present or future, known or unknown, between the Parties arising out of or related to the Fire Station No. 11 Project.

NOW THEREFORE, in consideration of the foregoing as well as the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties hereby covenant and agree as follows:

1. **Recitals**. The Parties represent that the foregoing recitals are true and accurate, and are incorporated herein by reference.

2. **Consideration for this Agreement Among the Parties**. In exchange for Seminole County’s execution and delivery of this Agreement, C.T. HSU shall pay Seminole County a total of \$10.00 (the “Settlement Sum”).

3. **Release**. In consideration for the above-referenced sum, Releasor forever release(s), waive(s) and discharge(s) any and all claims, against Releasee related to C.T. HSU’s

architectural design and construction administration services for the Project, and the damages allegedly sustained to Fire Station No. 11. Releasor expressly acknowledge(s) that this Release extinguishes, waives and discharges any and all claims of all elements of damage available relating to this and any other which could have been brought under this claim or any subsequent lawsuit or litigation. Releasor expressly acknowledge(s) that this Release waives, discharges and extinguishes any and all claims for all elements of damage in the past, present and future arising out of the above-referenced Litigation and specifically waives any and all claims for damages which may be unknown or unanticipated at this time or which may arise as a direct result of this Litigation but which have not been discovered at this time. In addition, in consideration of the above-referenced sum Releasor expressly waive(s), discharge(s) and release(s) any and all claims for bad faith whether predicated on common law or statutory basis which could have been brought or may be brought relative to the above-referenced Litigation and which were or could have been incorporated in the above-referenced Litigation. Specifically, Releasor hereby forever release(s), waive(s) and discharge(s) any and all claims for extra-contractual damages based upon statute or common law which could have been brought in a bad faith action, including but not limited to any claims of personal injuries on behalf of Releasor or their family and employees, and claims of punitive damages or any other element of damage which could have been brought or may be brought as the result of a bad faith action or any other legal action relating to the Litigation referenced above. Releasor expressly acknowledge(s) and understand(s) that this Release is a complete release of any and all claims of any nature that could have been brought and pertaining to the claim brought by Seminole County.

4. **Mutual Cooperation.** The Parties covenant and agree to cooperate with each other as is reasonably necessary during the Litigation including any appeals and to effectuate the purpose and intent of this Release, including execution of appropriate documentation.

5. **Effective Date.** Subject to the terms herein, the Parties agree that this Release will become effective immediately upon its complete execution by all Parties.

6. **No Admission of Liability.** It is understood and agreed that any payment made by one Party to the other is not to be construed as an admission of any liability by or on behalf of any Party; but, instead, the monies being paid hereunder as consideration for this Release are being given in order to avoid claims, causes of action, litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Parties.

7. **Entire Agreement.** This Agreement contains the entire agreement of the Parties on the matters addressed herein, and all representations, warranties, offers, acceptances, and/or promises are merged and integrated into the written terms of this Agreement. This Agreement may be amended only by a written agreement executed by all the Parties.

8. **Non-Disparagement.** All Parties agree that they will not act in any manner that might damage the business or reputation of, or be demeaning, disparaging, or detrimental to any other Party or any of their officers, directors, shareholders, partners, members, parent companies, subsidiaries, affiliated entities, employees, predecessors, successors, representatives, and agents.

9. **Severability.** The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid,

unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit and/or detriment of the Parties and their respective beneficiaries, guardians, administrators, trustees, executors and executrices, agents, principals, representatives, affiliates, successors, and assignees.

11. **Voluntary and Knowing Execution.** Each Party represents that it has read this entire Agreement and understands each and every term hereof. The parties further acknowledge that each party has had the opportunity to consult legal counsel in connection with entering into this Agreement and respective counsel for each party has explained the meaning and significance of each provision of this Agreement. This Agreement is executed freely and voluntarily with full knowledge and understanding of its terms. The Parties agree that the construction and interpretation of this Agreement shall not be strictly construed against any Party, and if any ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement shall be construed as if drafted jointly by all Parties.

12. **Choice of Law and Forum.** This Agreement is entered into in Seminole County, State of Florida. This Agreement and any rights or obligations provided for in this Agreement, shall be construed and enforced in accordance with the laws of the State of Florida without regard to the conflicts provisions thereof. Any dispute between the Parties arising out of, or related to, this Agreement or the matters addresses herein, shall have its jurisdiction and venue in Seminole County, Florida, and no place else.

13. **Execution in Counterparts.** This Agreement may be separately executed in one or more counterparts (including facsimile, email, and PDF copies), each of which shall be deemed an original, but all of this shall collectively constitute one and the same instrument. This Agreement may be executed by facsimile, electronic, or PDF signatures, which shall be deemed to be the equivalent of originals for all purposes. A scanned copy of an original signature shall be accepted as an original signature.

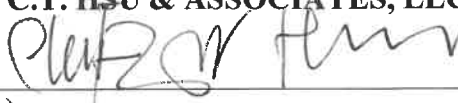
14. **Miscellaneous.** The headings and captions contained herein are for convenience only and may not be considered in interpreting the meaning or intent of any provisions hereof. The singular as used herein includes the plural, the plural as used herein includes the singular, and the use of pronouns and gender shall apply to all genders.

15. **Authority to Sign.** Each person signing below represents that he/she has fully vested authority to sign on behalf of the individual or entity listed, and that all requisite actions have been duly taken to bestow such authority.

I HAVE READ THIS RELEASE AND HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of January 2026.

BY: C.T. HSU & ASSOCIATES, LLC


(Sign)

CHU-TZU HSU
(Print)

ATTEST

SEMINOLE COUNTY

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.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0130

Title:

Approve and authorize the Chairman to execute a Release and Settlement Agreement between Seminole County and Certain Underwriters at Lloyd's Subscribing to Policy No. PK1005818 ("Underwriters"), for the River Cross Land Company, LLC litigation. Countywide (**Kate Latorre, County Attorney**)

Division:

County Attorney Office

Authorized By:

Kate Latorre, County Attorney

Contact/Phone Number:

Kate Latorre/407-665-7257

Background:

River Cross Land Company, LLC filed an action in Florida's Middle District alleging Seminole County violated the Fair Housing Act in a case styled River Cross Land Company, LLC v. Seminole County, Case No. 6:18-cv-1646. The Action proceeded to summary judgment, where the Court granted the County's motion, dismissed River Cross's complaint, and awarded the County \$432,198.13 for its attorneys' fees and costs.

Following the Judgment, River Cross filed for bankruptcy protection; however, the bankruptcy matter was dismissed with the trustee having found that there were no assets or property available for distribution. The County has been unable to otherwise collect on this judgment from River Cross Land Company, LLC.

Seminole County submitted an insurance claim under its errors and omissions policy to the Underwriters, seeking recovery of its attorneys' fees and costs incurred in the defense of the action. The Underwriters issued full payment to the County for the judgment and are seeking a signed Release and Settlement Agreement as final resolution of the County's claim.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Release and Settlement Agreement between Seminole County and Certain Underwriters at Llyod's Subscribing to Policy No. PK1005818 ("Underwriters"), for the River Cross Land Company, LLC litigation.

RELEASE AND SETTLEMENT AGREEMENT

I. PARTIES

This Release and Settlement Agreement (“Agreement”) is made and entered into between:

A. SEMINOLE COUNTY, a charter county and political subdivision of the state of Florida, and its past, present and future principals, agents, attorneys, public adjusters, employees, members, partners, representatives, officers, directors, presidents, managers, constituent members, shareholders, representatives, parent and affiliated entities, subsidiaries, divisions, joint ventures, predecessors, transferees, successors, and assigns, current or former Boards, Commissions, Councils, Authorities, Agencies, or other entities of the foregoing, even if newly created; current or former elected or appointed officials, members of the Boards, Commissions, Councils, Authorities or Agencies, even if newly elected, appointed or hired; volunteers acting for or on behalf of, and the direct of, the foregoing; officials and employees of the foregoing appointed at the request of same, to serve with outside tax exempt entity; other entities or person, to the extent required by agreement, contract or lease with Seminole County or its Boards, Commissions, Councils, Authorities, Agencies; and other entities, persons or organizations providing service to Seminole County under any mutual aid or similar agreement (“Seminole County”); and

B. CERTAIN UNDERWRITERS AT LLOYD’S SUBSCRIBING TO POLICY NO. PK1005818 (“Underwriters”).

Seminole County and Underwriters shall be referred to as the “Settling Parties” or individually referred to as a “Settling Party.”

II. FACTUAL RECITALS

WHEREAS, River Cross Land Company, LLC and Christopher E. Dorworth filed a declaratory action against Seminole County regarding Seminole County’s charter, in a case styled *River Cross Land Company, LLC and Christopher E. Dorworth v. Seminole County*, Case No. 2020-CA-001202-16-W, in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida (the “State Action”);

WHEREAS, River Cross Land Company, LLC filed an action in Florida’s Middle District alleging Seminole County’s conduct violated federal law, in a case styled *River Cross Land Company, LLC v. Seminole County*, Case No. 6:18-cv-1646 (the “Federal Action”) (the State Action and the Federal Action shall be referred to henceforth as the “Loss”);

WHEREAS, Underwriters issued a policy of insurance to Seminole County, bearing policy number PK1005818, with effective dates of January 1, 2018 to January 1, 2019 (the “Policy”);

WHEREAS, Seminole County submitted a claim, which was assigned claim number 1011772, in connection with the Loss, and sought recovery of its attorneys’ fees and costs incurred in the defense of the State Action and the Federal Action (the “Claim”);

WHEREAS, Seminole County represents to Underwriters that it has not been paid for the Claim, in whole or in part, by a third party that is not Underwriters, and has not assigned the Claim to anyone else, in whole or in part;

WHEREAS, Seminole County believes that the Claim or the Loss, or portions thereof, are covered under the Policy, while Underwriters deny the Claim or the Loss is covered, in whole or in part, under the Policy;

WHEREAS the Settling Parties desire to settle and resolve any and all disputes or claims concerning the Loss or the Claim, together with any and all other claims, actions, or demands that relate to, arise out of, or are in any way connected with the Loss, including any and all issues or claims that could have been asserted in relation to the Loss;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Settling Parties hereby agree as follows.

III. TERMS

A. Settlement Payment. In consideration of the terms and conditions contained in this Agreement, Underwriters will issue payment in the amount of \$417,551.45 (the "Settlement Payment"), the receipt and sufficiency of which is hereby acknowledged. The Settlement Payment is to be wired to Seminole County, pursuant to Seminole County's payment instructions, within 30 days of Underwriters' receipt of this executed Agreement and Seminole County's valid W-9. The Settling Parties agree to bear their own attorneys' fees, costs and legal expenses from and in connection with any claims that could have been made against one another pertaining to the Loss or the Claim.

B. Release. Seminole County, on its own behalf and on behalf of its past, present and future principals, agents, attorneys, public adjusters, employees, members, partners, representatives, officers, directors, presidents, managers, constituent members, shareholders, representatives, parent and affiliated entities, subsidiaries, divisions, joint ventures, predecessors, transferees, successors, and assigns, current or former Boards, Commissions, Councils, Authorities, Agencies, or other entities of the foregoing, even if newly created; current or former elected or appointed officials, members of the Boards, Commissions, Councils, Authorities or Agencies, even if newly elected, appointed or hired; volunteers acting for or on behalf of, and the direct of, the foregoing; officials and employees of the foregoing appointed at the request of same, to serve with outside tax exempt entity; other entities or person, to the extent required by agreement, contract or lease with Seminole County or its Boards, Commissions, Councils, Authorities, Agencies; and other entities, persons or organizations providing service to Seminole County under any mutual aid or similar agreement, hereby releases Underwriters and their past and present subsidiaries, affiliates, employees, officers, directors, shareholders, principals, parents, agents, representatives, third-party administrators, reinsurers, predecessors, successors and/or assigns, from any and all past, present, and future claims, rights, counts, causes of action, obligations, debts and demands and liabilities of every kind, nature, or basis, known as well as

unknown, anticipated or unanticipated, direct or consequential, foreseen or unforeseen, latent or patent, suspected or unsuspected, matured or unmatured, whether or not accrued, arising from or relating to the Loss, the Claim, including without limitation damage to real and personal property, loss of use, medical expenses, personal injury, bodily injury, property damage, business personal property damage, business interruption claims, latent defects, lost profits, lost sales, delay damages, additional living expenses, statutory violations, negligence, negligent misrepresentation, breach of contract, breach of the duty to defend, breach of the duty to indemnify, bad faith (statutory and common law), claims for contribution, claims for subrogation, additional insured rights/status, unfair claims handling or any other insurer misconduct, and without limiting the foregoing, any other losses or damages, whether compensatory, punitive, exemplary, statutory multiple damages or otherwise, attorneys' fees, interest, costs, or any other type of relief, of any and every kind or nature whatsoever, now known or unknown, or that may hereafter develop that refer or relate to, or arise from the Loss and/or the Claim.

C. Hold Harmless and Indemnity Agreement. In further consideration of the aforementioned Settlement Payment, Seminole County further agrees to indemnify and hold harmless Underwriters and their past and present subsidiaries, affiliates, employees, officers, directors, shareholders, principals, parents, agents, representatives, third-party administrators, reinsurers, predecessors, successors and/or assigns from and against any and all claims, causes of action, demands, obligations, damages, costs and expenses, personal property loss, bad faith claims, appraisal, liens and damages or demands of whatever name and nature brought by any third party, more specifically, any liens, mechanic liens, attorney's liens, public adjuster liens, and claims by mortgage holders, or other types of claims or interest of collateral sources of third-party payors or lien holders arising out of the Loss and/or Claim as referenced herein, whether known or unknown.

D. Payment of Taxes. Seminole County agrees that it shall be exclusively liable for the payment of all federal and state taxes, if any, which may be due as a result of the consideration received from the Settlement Payment of disputed claims arising out of the Loss, as set forth in this Agreement. Seminole County further represents that it shall make payments on such taxes at the time and in the amount required of Seminole County.

IV. ADDITIONAL TERMS AND MISCELLANEOUS PROVISIONS.

A. No Admission of Liability or Insurance Coverage. Underwriters state that the Settlement Payment is being made solely in compromise and settlement of disputed claims, and such payment is not to be regarded as admission of liability, insurance coverage or fault by any Underwriters, nor shall it be considered a confession of judgment by Underwriters. The Settling Parties agree that all actions taken and statements made by the Settling Parties in connection with this Agreement shall relate to this Agreement only and shall be without prejudice or value as precedent, and shall not be taken as a course of performance or a standard by which other matters may be judged.

B. Recovery Action. Should Seminole County pursue a recovery action against River Cross Land Company, LLC ("River Cross") to recover any fees or costs arising from the Federal

Action, including but not limited to, any judgments entered against River Cross (a "Recovery Action"), Seminole County shall bear its own fees and costs related to same and shall not seek reimbursement from Underwriters for any fees or costs incurred in or related to Seminole County's pursuit of any Recovery Action. Provided however, should a Recovery Action result in a counterclaim, cross-claim or other claim which is otherwise covered under the Policy, such fees and costs of defending the counterclaim or cross-claim shall be paid pursuant to the Policy and not this provision. In the event Seminole County recovers funds in any such Recovery Action, these funds shall be first applied to reimburse Seminole County for any fees and costs that were not reimbursed by Underwriters for the Loss. If there is an excess amount remaining in the recovery, any surplus shall belong to Underwriters. For the avoidance of doubt, Underwriters does not assign any rights to Seminole County regarding the Loss.

C. Reservation of Rights. All of the provisions of the Policy and all claims, rights, counts, and causes of action that do not concern the Loss and/or the Claim, and which are not expressly released by the Agreement, are preserved.

D. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the Settling Parties have no legal right to contract, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. To the extent the offending provision cannot be curtailed or limited, with the exception of Sections III(B) and IV(A), it shall be fully severable, and the remainder of this Agreement shall remain in full force. In the event Sections III(B) or IV(A) are held invalid, it is hereby agreed that this Agreement may be amended to provide the broadest release permitted by law as originally contemplated.

E. Not Evidentiary. Neither the Agreement nor any part hereof shall be used as evidence in any other matter, dispute resolution, or other proceedings to create, prove, or interpret the respective rights, duties or obligations of the Settling Parties. This restriction shall not apply to any litigation or proceeding brought to enforce the terms of this Agreement.

F. Amendments. This Agreement may be amended only via an instrument signed by or on behalf of both Underwriters and Seminole County.

G. Representation by Counsel. Each Settling Party is represented by counsel or has had the opportunity or has consulted with counsel regarding the terms and legal meaning of this Agreement. Each of the Settling Parties shall bear its own costs, attorney's fees, and expenses in connection with the negotiations for and preparation of this Agreement.

H. Reliance on Information Presently Known. The Settling Parties acknowledge that the facts from which this Agreement arises are uncertain. The Settling Parties acknowledge that their information regarding the Loss is sufficient to enter this Agreement; and therefore each accept and assume all risks and agree that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any mistake, change, or difference in facts.

I. Effective Date. This Agreement shall be effective upon the date of signing of each of the Settling Parties.

J. Ambiguities. It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any language of this Agreement is found to be ambiguous, each Settling Party shall have an opportunity to present evidence as to the actual intent of the Settling Parties with respect to any such ambiguous language.

K. Joint Preparation of Agreement. Each Settling Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter.

L. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Florida, and the rights and obligations of the Settling Parties hereunder shall be construed and enforced in accordance with, and governed by, the substantive and procedural law of the State of Florida.

M. Counterparts. This Agreement may be executed in counterparts, including counterparts transmitted by facsimile or electronic mail, each counterpart constituting an original. Whether executed in counterparts or not, this released supersedes any other release regarding the same subject matter.

N. No Transfer of Claims. Seminole County represents and warrants that it has not previously assigned any substantive right (e.g., rights, claims, or defenses) at issue under this Agreement.

O. Entire Agreement. Except as otherwise provided herein, this Agreement constitutes the entire agreement among the Settling Parties and all terms cited or referenced in this document are contractually binding, not mere recitals. This Agreement supersedes any prior oral or written agreements or communications on the subject matter addressed herein.

K. Authority. Each individual approving the form and content of this Agreement on behalf of a Settling Party represents and warrants that the Settling Party agrees to be and is bound by all terms and conditions in this Agreement, including all payment and performance obligations.

L. Further Assurances. The Settling Parties agree to take such action and execute such further documents, including judgments and modifications to this Agreement, as may be reasonably necessary to effectuate the intent of this Agreement.

[Signatures on the Following Page]

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: _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0085

Title:

Award CC-6690-25/TAD Pump Station Renewal & Replacement D25 - Phase I to Carr & Collier, Inc. in the amount of \$1,985,700.00 and authorize the Purchasing & Contracts Division to execute the agreement. District5 - Herr (**Stephen Koontz, Administrative Services Deputy Director**) Requesting Department- Utilities Engineering

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert T. Bradley, Purchasing & Contracts Manager

Contact/Phone Number:

Tony Durrum /407-665-7123

Background:

CC-6690-25/TAD will provide Phase 1 of improvements and construction to three (3) lift stations. The lift stations are Wembly Park, Heathrow Woods #2, and Carrington Park. Phase I also includes the demolition of Lake Sylvan Oaks lift station and the installation of gravity sewer to an adjacent manhole.

The project was publicly advertised and the County received five (5) bids in response to the solicitation. The Review Committee consisting of David Ornberg, Division Manager; William White, Chief Engineer; Dennis Westrick, Senior Engineer; and Alex LaForce, Project Manager II; all from Utilities Engineering, reviewed the responses giving consideration to bid price, qualifications, and experience.

The recommendation of award to the original apparent low bidder Gregori Construction was rescinded after further review of the calculations revealed nominal errors that could not be waived as minor irregularities. The vendor's bid was determined to be non-responsive. On December 18, 2025, the County received a formal protest from Gregori Construction, and after review by the Purchasing Manager, and the County Attorney's Office, the non-responsive determination of their bid was upheld.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Carr & Collier, Inc. of Leesburg, FL in the amount of \$1,985,700.00. The completion time for this project is one hundred sixty (160) calendar days to Substantial Completion and an additional twenty (20) calendar days to Final Completion after the issuance of a Notice to Proceed by the County.

This is a budgeted project, and funds are available in Pump Station Upgrades (00082924.560650.00001).

Requested Action:

Staff requests that the Board award CC-6690-25/TAD Pump Station Renewal & Replacement D25 - Phase I to Carr & Collier, Inc. in the amount of \$1,985,700.00 and authorize the Purchasing & Contracts Division to execute the agreement.



Seminole County
Administrative Services - Purchasing & Contracts

Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

BID TABULATION

CC No. CC-6690-25/TAD

Pump Station Renewal & Replacement D25 - Phase I

RESPONSE DEADLINE: September 24, 2025 at 2:00 pm

Vendor	Total
***Gregori Construction	\$1,785,900.00
****Carr & Collier Inc.	\$1,985,700.00
Prime Construction Group, Inc	\$1,987,654.00
Danus Utilities, Inc.	\$2,627,657.00
SanPik, Inc.	\$2,669,435.00

Updated and posted by: Tony Durrum, Sr. Procurement Analyst, January 12, 2026

Recommendation and Notice of Intent to Award: Carr & Collier, Inc.

A formal protest has been received and all actions on this project are halted until the matter is resolved.

***Upon further review, the Division has determined the bid from Gregori Construction is nonresponsive because the mobilization/demobilization cost proposal totals \$242,000 or 13.55% of the total bid amount. The technical specifications, as published in the solicitation, required that this line item not exceed 5% of the total bid price. This deviation in cost proposal for mobilization/demobilization is material in nature and cannot be considered a technicality or irregularity that may be waived by the Division.

****Protest was reviewed and responded to by the County upholding the non-responsive determination and rescinding of the award from Gregori Construction and recommending award to Carr & Collier, Inc.

BOCC Meeting Date: February 10, 2026

Notice of Recommended Award

Recommendation of Award for:

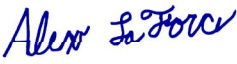
CC-6690-25/TAD Pump Station Improvements Phase I

To: Carr & Collier Inc

By signing below, I acknowledge I have reviewed all bid documents for the above-referenced project, including the qualifications and pricing of the contractor recommended for award, above. Accordingly, I recommend award of the project to the contractor referenced above

Review Committee Members:

Name: Alex LaForce

Signature: 

Date: 1/6/2026

Name: Dennis Westrick

Signature: J. Dennis Westrick

Digitally signed by J. Dennis Westrick
DN: C=US,
E=jdornberg@seminolecountyfl.gov,
CN=David Ornberg
Date: 2026.01.13 14:13:42 -05'00'

Date: 1/13/2026

Name: William White

Signature: 

Date: 1/13/2026

Name: David Ornberg

Signature: David Ornberg

Digitally signed by David Ornberg
DN: C=US,
E=domberg@seminolecountyfl.gov,
CN=David Ornberg
Date: 2026.01.13 14:21:01-05'00'

Date: 1/13/2026

Director:

Name: William "Johnny" Edwards

Signature: William J. Edwards, Director

Digitally signed by William J. Edwards, Director
DN: C=US,
E=jedwards@seminolecountyfl.gov,
CN=David Ornberg
Date: 2026.01.13 15:08:53 -05'00'

Date: 1/13/2026

**CONSTRUCTION SERVICES AGREEMENT FOR PUMP STATION RENEWAL &
REPLACEMENT D25 - PHASE 1
(CC-6690-25/TAD)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **CARR & COLLIER, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2864 W. Main Street, Leesburg, Florida 34748, 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. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

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

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. The work is generally described as the Pump Station Renewal and Replacement D25 - Phase 1 - Project.

Section 2. Engineer.

(a) The Engineer of Record (“CHA CONSULTING, INC.”) as named in the Contract Documents is CHA CONSULTING, INC., whose address is 1016 Spring Villas Point, Winter Springs, FL 32708.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within one-hundred and sixty (160) calendar days after the date when the

contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within twenty (20) calendar days after the actual date of substantial completion.

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

(d) The contract time provided for in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. CONTRACTOR shall depict this thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will be considered related to utility coordination matters, including, but not limited to utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days impact on controlling items of work in accordance with the Project schedule.

(e) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price). CONTRACTOR's total compensation is \$ 1,985,700.00, subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from

any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until the final acceptance; and for all risks of every description connected with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its total bid (original contract price) all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including, but not limited to subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.

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

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon CONTRACTOR's own study of underground facilities, utilities in their present, relocated (temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of others at the Project site.

Section 5. Payment Procedures.

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

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

(c) Final Payment. Upon Final Completion and acceptance of the work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the contract price as provided in that subsection.

Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage

in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplemental progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. CONTRACTOR's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

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

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

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations (temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and

Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data for such purposes.

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

(f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

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

(h) CONTRACTOR's resident Superintendent at the work site will be **Reynolds Holiman**. CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

(i) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to performing the work in compliance with the requirements of all permits at the contract price are

included in the contract price. CONTRACTOR agrees that it will be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both, by any governmental entity, district, or authority, or other jurisdictional entity relating to all permits required for performance of the work.

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

Section 8. Contract Documents.

(a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

- (1) This Agreement and its Exhibits.
- (2) Any Addenda to COUNTY's Solicitation Package.
- (3) COUNTY's Solicitation Package, including the General Conditions.
- (4) Drawings and Plans.
- (5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

- (2) Performance Bond.
- (3) Payment Bond.
- (4) Contractor's Certificate of Insurance and Insurance Policies.
- (5) Notice to Proceed.
- (6) Certificate of Substantial Completion.
- (7) Contractor's Waiver of Lien (Partial).
- (8) Contractor's Waiver of Lien (Final and Complete).
- (9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

- (10) Certificate of Final Completion.
- (11) Contractor's Release.
- (12) Consent of Surety to Final Payment.
- (13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of Two Hundred and Fifty Dollars per day and 00/100 Dollars (\$250.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the

relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

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

(c) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Definitions, Assignment and Binding Effect.

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

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

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

Section 11. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred and Fifty and No/100 Dollars (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. 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 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice 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 Utilities Engineering Division
500 W. Lake Mary Blvd
Sanford, FL 32773-7499

With a copy to:

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

Copy to ENGINEER:

CHA Consulting, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708

For CONTRACTOR:

Carr & Collier
2864 W. Main Street
Leesburg, Florida 34748

Section 14. 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 which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR 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 15. Material Breaches of Agreement.

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

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

Section 16. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 17. 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 or provide the materials 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 PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

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 3.5541, "Contract Claims," Seminole County Administrative Code.

(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. 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 20. 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 21. 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 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will 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 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 25. 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 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must 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 such 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 27. 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 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the American with Disabilities Act Affidavit attached to this Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate.

Section 29. 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 F, to COUNTY.

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

ATTEST:

CARR & COLLIER, INC.

Witness

By:_____

Signature

Date:_____

Witness

Signature

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
LETICIA FIGUEROA

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Bid Form
- Exhibit C – Trench Safety Act
- Exhibit D – American with Disabilities Act Affidavit
- Exhibit E – Construction Forms
- Exhibit F – Affidavit of E-Verify Requirements Compliance
- Exhibit G – Insurance Requirements
- Exhibit H – Human Trafficking Affidavit

CMP/coh
1/23/26

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SECTION 011000 – SUMMARY

PART 1 – GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification and Work Summary: Project consists of lift station renewal and replacements for Seminole County as summarized below.
1. NW028 Wembley Park
 - a. Rehabilitate duplex lift station with submersible pumps including guide rails, wet well liner replacement, and new top slab with access hatches
 - b. New discharge piping within wet well and above grade including check valves, plug valves, etc.
 - c. New electrical equipment, panels, and controls
 - d. New access drive and fencing
 - e. Remove landscaping and proceed with construction landscaping considerations as agreed to with HOA members.
 2. NW045 Heathrow Woods #2
 - a. Rehabilitate duplex lift station with submersible pumps including guide rails, wet well liner replacement, and new top slab with access hatches
 - b. New discharge piping within wet well and above grade including check valves, plug valves, etc.
 - c. New electrical equipment, panels, and controls
 - d. New access drive and fencing
 - e. Remove landscaping and proceed with construction landscaping considerations as agreed to with HOA members.
 3. NW052 Carrington Park
 - a. Rehabilitate duplex lift station with submersible pumps including guide rails, wet well liner replacement, and new top slab with access hatches
 - b. New discharge piping within wet well and above grade including check valves, plug valves, etc.
 - c. New electrical equipment, panels, and controls
 - d. New access drive and fencing
 - e. Remove landscaping and proceed with construction landscaping considerations as agreed to with HOA members.
 4. NW129 Lake Sylvan Oaks
 - a. Demolish existing lift station including electrical, top 3' of wet well, valve box, piping, valves, backflow preventer, and appurtenances.
 - b. Salvage existing pumps to County
 - c. Clean fill for remaining wet well and removal of lift station infrastructure.
 - d. Grout fill and abandon existing 4" force main.
 - e. Grout fill and patch existing manhole, regrouting existing base for new channel.
 - f. Install 8-inch gravity main to connect two existing manholes.
 - g. Restoration of sodding and grading to match existing conditions
 - h. Removal and replacement of existing fence
- B. Engineer Identification: The Contract Documents were prepared for Project by CHA Consulting, Inc..

1.2 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.3 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.4 MISCELLANEOUS PROVISIONS

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SUMMARY

[CARR & COLLIER INC.] RESPONSE DOCUMENT REPORT
 CC No. CC-6690-25/TAD
 Pump Station Renewal & Replacement D25 - Phase I

I declare that I have read the foregoing Affidavit of Non-Coercion for Labor and Services and that the facts stated in it are true to the best of my knowledge and belief.

Confirmed

PRICE TABLES

GENERAL ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GEN - 1	General Conditions	1	LS	\$50,000.00	\$50,000.00
TOTAL					\$50,000.00

NW028 WEMBLY PARK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
028-1	Mobilization/Demobilization (10%)	1	LS	\$29,000.00	\$29,000.00
028-2	Preconstruction Documentation	1	LS	\$1,000.00	\$1,000.00
028-3	Install and Maintain Erosion and Sediment Control	1	LS	\$2,000.00	\$2,000.00
028-4	Demolition of Existing Sidewalk, Driveway, Plantings	1	LS	\$30,000.00	\$30,000.00
028-5	Install and Maintain Bypass Pumping	1	LS	\$57,000.00	\$57,000.00
028-6	Demolition of Existing Pump Station Components	1	LS	\$16,000.00	\$16,000.00

[CARR & COLLIER INC.] RESPONSE DOCUMENT REPORT
 CC No. CC-6690-25/TAD
 Pump Station Renewal & Replacement D25 - Phase I

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
028-7	Install New Wet Well Top Slab and Appurtenances	1	LS	\$6,000.00	\$6,000.00
028-8	Prepare and Install New Wet Well Liner System	1	LS	\$30,000.00	\$30,000.00
028-9	Install New Discharge Piping and Appurtenances	1	LS	\$169,000.00	\$169,000.00
028-10	Install New Submersible Pump and Appurtenances	1	LS	\$94,900.00	\$94,900.00
028-11	Install New Potable Water Service	1	LS	\$3,000.00	\$3,000.00
028-12	Install New Electrical and Controls	1	LS	\$120,000.00	\$120,000.00
028-13	Install New Concrete Curbing, Driveway, Sidewalk, and Pads	82	SY	\$200.00	\$16,400.00
028-14	Install New Fencing and Gate	1	LS	\$9,300.00	\$9,300.00
028-15	Testing and Startup	1	LS	\$3,000.00	\$3,000.00
028-16	Install New Rock, Landscaping, and Sodding	1	LS	\$5,100.00	\$5,100.00
028-17	As-Built Information	1	LS	\$3,000.00	\$3,000.00
028-18	Electric Utility Coordination Allowance	1	LS	\$2,000.00	\$2,000.00
028-19	6" Linestop	1	EA	\$1,000.00	\$1,000.00
TOTAL					\$597,700.00

NW045 HEATHROW WOODS #2

[CARR & COLLIER INC.] RESPONSE DOCUMENT REPORT
 CC No. CC-6690-25/TAD
 Pump Station Renewal & Replacement D25 - Phase I

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
045-1	Mobilization/Demobilization	1	LS	\$29,000.00	\$29,000.00
045-2	Preconstruction Documentation	1	LS	\$1,000.00	\$1,000.00
045-3	Install and Maintain Erosion and Sediment Control	1	LS	\$2,000.00	\$2,000.00
045-4	Demolition of Existing Sidewalk, Driveway, Plantings	1	LS	\$30,000.00	\$30,000.00
045-5	Install and Maintain Bypass Pumping	1	LS	\$57,000.00	\$57,000.00
045-6	Demolition of Existing Pump Station Components	1	LS	\$16,000.00	\$16,000.00
045-7	Install New Wet Well Top Slab and Appurtenances	1	LS	\$6,000.00	\$6,000.00
045-8	Prepare and Install New Wet Well Liner System	1	LS	\$30,000.00	\$30,000.00
045-9	Install New Discharge Piping and Appurtenances	1	LS	\$160,200.00	\$160,200.00
045-10	Install New Submersible Pump and Appurtenances	1	LS	\$95,000.00	\$95,000.00
045-11	Install New Potable Water Service	1	LS	\$3,000.00	\$3,000.00
045-12	Install New Electrical and Controls	1	LS	\$120,000.00	\$120,000.00
045-13	Install New Concrete Curbing, Driveway, Sidewalk, and Pads	114	SY	\$200.00	\$22,800.00
045-14	Install New Fencing and Sliding Gate	1	LS	\$10,000.00	\$10,000.00
045-15	Testing and Startup	1	LS	\$3,000.00	\$3,000.00
045-16	Install New Rock, Landscaping, and Sodding	1	LS	\$5,000.00	\$5,000.00

[CARR & COLLIER INC.] RESPONSE DOCUMENT REPORT
 CC No. CC-6690-25/TAD
 Pump Station Renewal & Replacement D25 - Phase I

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
045-17	As-Built Information	1	LS	\$3,000.00	\$3,000.00
045-18	Electric Utility Coordination Allowance	1	LS	\$2,000.00	\$2,000.00
045-19	6" Linestop	1	EA	\$1,000.00	\$1,000.00
TOTAL					\$596,000.00

NW052 CARRINGTON PARK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
052-1	Mobilization/Demobilization	1	LS	\$30,000.00	\$30,000.00
052-2	Preconstruction Documentation	1	LS	\$1,000.00	\$1,000.00
052-3	Install and Maintain Erosion and Sediment Control	1	LS	\$2,000.00	\$2,000.00
052-4	Demolition of Existing Sidewalk, Driveway, Plantings	1	LS	\$30,000.00	\$30,000.00
052-5	Install and Maintain Bypass Pumping	1	LS	\$57,000.00	\$57,000.00
052-6	Demolition of Existing Pump Station Components	1	LS	\$16,000.00	\$16,000.00
052-7	Install New Wet Well Top Slab and Appurtenances	1	LS	\$6,000.00	\$6,000.00
052-8	Prepare and Install New Wet Well Liner System	1	LS	\$30,000.00	\$30,000.00
052-9	Install New Discharge Piping and Appurtenances	1	LS	\$173,400.00	\$173,400.00
052-10	Install New Submersible Pump and Appurtenances	1	LS	\$95,000.00	\$95,000.00

[CARR & COLLIER INC.] RESPONSE DOCUMENT REPORT
 CC No. CC-6690-25/TAD
 Pump Station Renewal & Replacement D25 - Phase I

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
052-11	Install New Potable Water Service	1	LS	\$3,000.00	\$3,000.00
052-12	Install New Electrical and Controls	1	LS	\$120,000.00	\$120,000.00
052-13	Install New Concrete Curbing, Driveway, Sidewalk, and Pads	73	SY	\$200.00	\$14,600.00
052-14	Install New Fencing and Sliding Gate	1	LS	\$12,000.00	\$12,000.00
052-15	Testing and Startup	1	LS	\$3,000.00	\$3,000.00
052-16	Install New Rock, Landscaping, and Sodding	1	LS	\$5,000.00	\$5,000.00
052-17	As-Built Information	1	LS	\$3,000.00	\$3,000.00
052-18	Electric Utility Coordination Allowance	1	LS	\$2,000.00	\$2,000.00
052-19	6" Linestop	1	EA	\$1,000.00	\$1,000.00
TOTAL					\$604,000.00

NW129 LAKE SYLVAN

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
129-1	Mobilization/Demobilization	1	LS	\$6,000.00	\$6,000.00
129-2	Preconstruction Documentation	1	LS	\$1,000.00	\$1,000.00
129-3	Install and Maintain Erosion and Sediment Control	1	LS	\$3,000.00	\$3,000.00
129-4	Demolition of Existing Pump Station Components	1	LS	\$47,000.00	\$47,000.00

[CARR & COLLIER INC.] RESPONSE DOCUMENT REPORT
 CC No. CC-6690-25/TAD
 Pump Station Renewal & Replacement D25 - Phase I

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
129-5	Remove pumps from wet well and salvage to County	1	LS	\$15,000.00	\$15,000.00
129-6	Grout Fill and Abandon Existing Force Main	1	LS	\$4,000.00	\$4,000.00
129-7	Remove and Replace Fencing	40	LF	\$50.00	\$2,000.00
129-8	Install 8" Gravity Main	80	LF	\$500.00	\$40,000.00
129-9	Existing Manhole Repair - Grout Fill Bottom and Patch Existing Penetration	1	EA	\$7,000.00	\$7,000.00
129-10	Asphalt Restoration	50	SF	\$40.00	\$2,000.00
129-11	Sodding and Restoration	1	LS	\$7,000.00	\$7,000.00
129-12	Tree Removal	1	EA	\$4,000.00	\$4,000.00
TOTAL					\$138,000.00

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: Carr & Collier Inc.

Signature: _____

Printed Name: Reynolds Holiman

Title: Vice President

Date: September 24, 2025

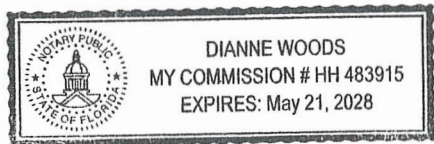
Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of September, 20 25, by Reynolds Holiman, Vice President.

(name of person making statement)



Dianne Woods
Signature of Notary Public

Dianne Woods
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: N/A

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION FORMS

EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

Application for Payment	C-01
Continuation Sheet for Application for Payment	C-01 (2)
Change Order Form	C-02
Shop Drawing Submittals	C-03
Authorized Field Change (AFC)	C-04
Certificate of Substantial Completion	C-05
Certificate of Final Completion	C-06
Contractor's Release	C-07
Contractor's Waiver of Lien (Partial)	C-08
Subcontractor's Waiver of Lien (Partial)	C-09
Contractor's Waiver of Lien (Final and Complete)	C-10
Subcontractor's Waiver and Release of Lien (Final)	C-11
Consent of Surety to Final Payment	C-12

Any manipulations of these documents would be grounds for fraud and misrepresentation.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

1. ORIGINAL CONTACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDER \$ _____
3. CONTACT SUM TO DATE (Line 1 & Line 2) \$ _____
4. TOTAL COMPLETED AND STORED TO DATE..... \$ _____
5. RETAINAGE:
 - (a) _____ % of Completed Work \$ _____
 - (b) _____ % of Stored Material \$ _____
 - Total Retainage (Lines 5a + 5b, or Total in Column 1) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
(Line 6 from Prior Payment Application)
8. CURRENT PAYMENT DUE..... \$ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus Line 6)..... \$ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through _____) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: _____ DATE: _____

By: _____ (Print) _____ (Signature)

STATE OF FLORIDA
COUNTY OF _____Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.(name of person making statement)

Signature of Notary Public – State of Florida

Print/Type/Stamp Commissioned Name of Notary Public

____ Personally Known OR _____ Produced Identification

Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: _____

Date: _____

Project Manager: _____

Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT

Containing Contractor's signed certification is attached

APPLICATION #:

APPLICATION DATE:

PERIOD TO:

PROJECT #

[illegible]

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR: _____ Date: _____

Contract No.: _____ Project Name: _____

Change Order No.: _____ Work Order No.: (if applicable) _____

Original Contract / Work Order Amount: \$ _____

Amount prior to this Change Order, if different: \$ _____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change \$ _____

Revised Contract / Work Order Amount including this Change Order: \$ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____ Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

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 _____ 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: _____

Address: _____

Sign: _____

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 # _____

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date: _____

Submittal #: _____

ENGINEER OF RECORD:**CONTRACTOR:**

Attention: _____

Project Manager

Project Name: _____

Contract No.: _____ CIP# _____ Contractor: _____

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record: _____

Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

FIELD ORDER NO.:	
AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	_____ OF _____
<p>Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes 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.</p>	

I. Minor Variations Authorized:	
II. Justification	
III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.	
This AFC authorized by: Includes ____ attachments:	_____ ARCHITECT/ENGINEER By: _____ Date: _____
Receipt of this AFC: Acknowledged By:	_____ CONTRACTOR By: _____ Date: _____

Seminole County Board of County Commissioners**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Executed by County's PROJECT MANAGER on the _____ day of _____, 20____

PROJECT MANAGER:

Print Name

Signature

Seminole County Board of County Commissioners**CERTIFICATE OF FINAL COMPLETION**

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Final Completion applies to all work under the Contract Documents.To: _____ (Print)
Architect/Engineer of RecordTo: _____ (Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on _____ (date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

Date of Final Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Accepted by SEMINOLE COUNTY on the _____ day of _____, 20____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Procurement Administrator

**As authorized by Section 3.554, Seminole County
Administrative Code**

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title: _____ County Contract No.: _____
 Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

BEFORE ME, the undersigned authority in said County and State, appeared _____
 _____ (Name of Affiant) who, being duly sworn and personally know to me,
 deposes and says that he/she is _____ (Title of Affiant) of _____
 _____ (Full Legal Company Name), a company and/or corporation authorized to do business
 under the laws of Florida, which is the CONTRACTOR on _____
 _____ (Agreement Title), located in Seminole County, Florida, dated the ____ day of
 _____, 20____, that the deponent is duly authorized to make this affidavit by resolution of the Board of
 Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement
 has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been
 approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or
 otherwise, in connection with said Agreement and Word, and that there are no suits pending against the
 undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or
 otherwise under this Agreement.

Affiant further says that the final estimate in the amount of \$ _____ which has been submitted
 to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the
 COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final
 estimate in the amount of \$ _____ will operate as a full and final release and discharge of the
 COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement.
 Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of
 this release as spelled out in the Contract Documents.

 Affiant

State of Florida
 County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this ____ day
 of _____, 20____, by _____
 (Name of Affiant)

 Signature of Notary Public – State of Florida

 Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

EXHIBIT “ ”

**PRIME CONTRACTOR’S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON
PROGRESS PAYMENT**

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Prime Contractor) under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the progress payment in the amount of \$_____, hereby waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project through _____ (Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Prime Contractor’s Representative_____
Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT “ ”

**SUB-CONTRACTOR'S / VENDOR'S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY,
PRIME CONTRACTOR, AND PAYMENT BOND SURETY UPON PROGRESS PAYMENT**

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Subcontractor/Vendor) to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the Subcontractor/Vendor.

The undersigned, in consideration of the progress payment in the amount of \$_____, hereby waives and releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or materials furnished to Prime Contractor on the above listed project through _____ (Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Subcontractor's/Vendor's Representative_____
Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT “__”

PRIME CONTRACTOR’S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON FINAL PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Prime Contractor) to the above contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Final Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the final payment in the amount of \$_____, hereby finally waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Prime Contractor’s Representative_____
Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT “ __ ”

**SUB-CONTRACTOR’S / VENDOR’S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY AND
PAYMENT BOND SURETY UPON FINAL PAYMENT**

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Subcontractor/Vendor) to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Waiver and Release on behalf of the Subcontractor/Vendor.

The undersigned, in consideration of the final payment in the amount of \$_____, hereby finally waives and releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or materials furnished to Prime Contractor on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Subcontractor’s/Vendor’s Representative_____
Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

We, _____ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ Dollars (\$ _____) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, _____ (Name of Surety) has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this _____ day of _____, 20 ____.

 Signature – Surety's Representative

 Signature – Attorney-in-Fact

*Power of Attorney must be attached if signed by Attorney-in-Fact

 Printed Name & Title

STATE OF FLORIDA
 COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this _____ day of _____, 20____, by _____ (Name of Affiant), who is personally known to me or who has produced _____ as identification.

 Signature of Notary Public – State of Florida

 Printed/Typed/Stamped Commissioned Name of Notary Public

 Title or Rank

 Serial Number (if any)

Agreement Name: Pump Station Renewal & Replacement D25 - Phase IAgreement Number: CC-6690-25**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 CC-6690-25 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 24th day of September, 2025.

Carr & Collier Inc.
 Contractor/Consultant Name
 By: [Signature]
 Print/Type Name: Reynolds Holiman
 Title: Vice President

STATE OF FloridaCOUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 24th day of September, 2025, by Reynolds Holiman (Full Name of Affiant).



[Signature]
 Print/Type Name Dianne Woods
 Notary Public in and for the County
 and State Aforementioned
 My commission expires: May 21, 2028

EXHIBIT G

MINIMUM INSURANCE REQUIREMENTS

CC-6690-25 PUMP STATION IMPROVEMENTS PHASE 1

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
<u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>	

D. Excess/Umbrella Liability: \$1,000,000 Each Occurrence

E. Pollution Liability: \$ 1,000,000 Each Occurrence
\$ 2,000,000 General Aggregate

F. Professional Liability: \$ 1,000,000 Per Claim
\$ 2,000,000 General Aggregate

~~ End Exhibit G ~~

HUMAN TRAFFICKING AFFIDAVIT**CONTRACT # CC-6690-25/TAD**

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 Carr & Collier Inc. ("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.

Reynolds Holiman
Signature

January 23, 2026
Date

Reynolds Holiman
Print Name

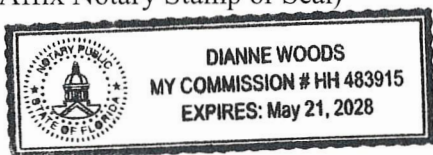
Vice President
Title

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of January, 2026, by Reynolds Holiman, as Vice President, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Dianne Woods
Notary Public Signature

(Affix Notary Stamp or Seal)



Print, Type or Stamp Name of Notary: Dianne Woods
My commission expires: May 21, 2028



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0116

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-018 in the amount of \$55,000 through the Fire Grants (State) Fund to appropriate the grant funding from the State of Florida USAR HM MARC Grant Agreement to purchase HazMat equipment. Countywide (**Timothy Jecks, Budget Director**) Requesting Department - Fire

Division:

Management and Budget

Authorized By:

Timothy Jecks, Budget Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The State of Florida has awarded a grant to Seminole County in the amount of \$55,000 to provide financial assistance to hazardous materials teams given the uncertainty of the Federal State Homeland Security Grant Program and UASI grants that might not be available moving forward. The hazardous materials sustainment grant will allow for the purchase of radiation detection equipment, general detection equipment, identification equipment, personal protective equipment, decontamination equipment and equipment maintenance. The County Manager has signed the grant agreement under his signing authority threshold.

BAR 26-018 in the amount of \$55,000 will appropriate budget for the grant. There is no match requirement for this grant.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 26-018 in the amount of \$55,000 through the Fire Grants (State) Fund to appropriate the grant funding from the State of Florida USAR HM MARC Grant Agreement to purchase HazMat equipment.

2026-R-

BUDGET AMENDMENT REQUEST**BAR# 26-018**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Fire Department / Operations

Fund(s): 11941 Fire Grants (State)

RM Recommendation	
Dheriot	1/14/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

To appropriate funding for the USAR HM MARC grant from the Department of Financial Services Division of State Fire Marshal for the purchase of equipment.

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	11941	02605035	334220		PUBLIC SAFETY GRANT		3342200001	55,000.00
Revenue								
Revenue								
Revenue								
Total Sources								55,000.00
Expenditure	11941	02605035	560642	00001	CAPITAL EQUIPMENT		6429999901	55,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure Sub-Total								55,000.00
Reserve								
Reserve								
Reserve Sub-Total								-
Total Uses								55,000.00

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

Date: _____

By:

Andria Herr, Chairman

Date: _____

Entered by the Management and Budget Office

Date: _____

Posted by the County Comptroller's Office

Date: _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0119

Title:

Request Board approval to submit a grant application to the U.S. Department of Transportation for the Better Utilizing Investments to Leverage Development (BUILD) Grant Program requesting up to \$25,000,000 for the Reconnecting Orange Boulevard Project; and authorize the County Manager or designee to execute all documents associated with the BUILD grant application. District5 - Herr (**John Slot, Public Works Director**)

Division:

Public Works - Engineering

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The U.S. Department of Transportation has published the FY2026 Notice of Funding Opportunity (NOFO) to apply for the Better Utilizing Investments to Leverage Development (BUILD) Grant Program. BUILD grants are intended to upgrade infrastructure across America, making transportation systems safer and more efficient. The Federal contribution is 80 percent towards each project, requiring a 20 percent match from the applicant. Grants are limited to a \$25,000,000 maximum Federal Award Size.

The Reconnecting Orange Boulevard Project (CIP #01785303):

This project consists of a three-mile stretch of roadway, beginning at the intersection with SR 46 and extending north and east to the Monroe Road/US 17-92 intersection. The project will reconstruct the roadway corridor using a Complete Streets model by redesigning the roadway to enhance multimodal travel safety, developing an active transportation network to increase connectivity, and installing stormwater infrastructure to improve area water quality and control. The project aims to enhance equitable

access and improve the quality of life for residents in the area.

Requested Action:

Staff requests Board approval to submit a grant application to the U.S. Department of Transportation for the Better Utilizing Investments to Leverage Development (BUILD) Grant Program requesting up to \$25,000,000 for the Reconnecting Orange Boulevard Project; and authorize the County Manager or designee to execute all documents associated with the BUILD grant application.

FY 2026 Notice of Funding Opportunity

Better Utilizing Investments to Leverage Development (BUILD) Grant Program

Office of the Secretary

US Department of Transportation (DOT)

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A. Basic Information

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, IIJA) authorized and appropriated \$1.5 billion to be awarded by the Department of Transportation (“DOT”) for FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments. The program is codified at 49 U.S.C. 6702.

IIJA requires the DOT to publish a Notice of Funding Opportunity (NOFO) no later than 60 days after enactment, which is November 30, 2025. In order to comply with this requirement, this (NOFO) solicits applications for projects to be funded under the Local and Regional Project Assistance Program, known as the BUILD Grants program.

The Department intends to amend this NOFO to provide more details on application requirements.

Basic Information: Better Utilizing Investments to Leverage Development (BUILD)	
Announcement Type	Notice of Funding Opportunity
Funding Opportunity Title	FY 2026 National Infrastructure Investments
Funding Opportunity Number	DTOS59-26-RA-BUILD
Assistance Listing Number	20.933
Objective	The goal of the program is to fund projects that will have a significant local or regional impact and improve transportation infrastructure.
Program Overview	BUILD grants will be awarded on a competitive basis, per statute, for planning or constructing surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation.
Funding	\$1.5 billion in FY 2026 IIJA funds
Minimum Award Size	<ul style="list-style-type: none"> • \$1 million for rural capital projects • \$5 million for urban capital projects • Planning projects do not have a minimum award size
Maximum Award Size	\$25 million
Eligible Applicants	<ul style="list-style-type: none"> • States and the District of Columbia • Any territory or possession of the United States • A unit of local government • A public agency or publicly chartered authority established by one or more States • A special purpose district or public authority with a transportation function, including a port authority • A Federally recognized Indian Tribe or a consortium of such Indian Tribes • A transit agency • A multi-State or multijurisdictional group of entities that are separately eligible

Eligible Project Types	<ul style="list-style-type: none"> • highway or bridge projects eligible under title 23; • public transportation projects eligible under chapter 53 title 49; • passenger and freight rail transportation projects; • port infrastructure investments including inland port infrastructure and land ports of entry; • the surface transportation components of an airport project eligible for assistance under part B of subtitle VII; • project investing in surface transportation facilities located on Tribal land, the title or maintenance responsibility of which is vested in the Federal Government; • projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species that will advance the goal of the program; • intermodal projects whose components are otherwise an eligible project type; • any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program
Submission Requirements and Deadlines	<p>Applications must be submitted online no later than 5:00 pm eastern on February 24, 2026.</p> <p>Complete instructions on how to apply will be posted at grants.gov and the BUILD program website</p> <p>Selections are expected to be announced no later than June 28, 2026</p>
Prior Awards	<ul style="list-style-type: none"> • For FY 2025 BUILD Round 2, the Department received 815 eligible applications requesting over \$10 billion • 30 projects were awarded a total of \$488 million • Awards were made to projects in 27 states <p>Awards ranged from \$239,000 to \$25 million</p>
Agency Contact Information	<p>Email: BUILDgrants@dot.gov</p> <p>Website: https://www.transportation.gov/BUILDgrants</p>

B. Eligibility

To be selected for a BUILD grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project.

1. ELIGIBLE APPLICANTS

Eligible BUILD grant applicants are:

- States and the District of Columbia
- Any territory or possession of the United States
- A unit of local government
- A public agency or publicly chartered authority established by one or more States
- A special purpose district or public authority with a transportation function, including a port authority
- A Federally recognized Indian Tribe or a consortium of such Indian Tribes
- A transit agency
- A multi-State or multijurisdictional group of entities that are separately eligible

The following are **not** eligible BUILD grant applicants:

- Federal agencies
- Non-profits
- Private entities
- Individuals

Multiple states or jurisdictions may submit a joint application, designating a lead applicant as the primary contact and award recipient. The application should outline each applicant's roles and responsibilities.

DOT expects the applicant to manage and deliver the project. If the applicant plans to transfer the award to another agency, this should be stated in the application, along with a supporting letter from the designated entity.

2. MINIMUM FUNDING REQUEST FOR CAPITAL PROJECTS

Capital Grants	Minimum Request
Rural Areas	\$1 million
Urban Areas	\$5 million

Applicants submitting capital grant applications for projects located in rural areas must request at least \$1 million in BUILD funding. Applicants submitting capital grant applications for projects located in urban areas must request at least \$5 million in BUILD funding. **Failure to request the minimum funding amount for a capital grant application will result in the application being ineligible.**

There is **no minimum funding** request requirement for planning grant applications.

3. COST SHARING

Cost sharing means the portion of the project's cost that is not paid by Federal funds. Cost share funds are typically stated as a percentage of the total project cost.

Project Location	Cost Share Requirement
Urban	Up to 80% Federal Funding
Rural	Up to 100% Federal Funding
Area of Persistent Poverty	
Historically Disadvantaged Community	

The Federal share for BUILD grant projects **shall not exceed 80 percent** unless the project receives one of the following location designations (see Location Designations for definitions):

- Rural
- Area of Persistent Poverty (APP) / Historically Disadvantaged Community (HDC)

Applicants with projects located in one of the designated areas above are eligible to fund the project up to 100 percent with Federal funding. Projects located in an **urban area**, that are not designated APP/HDC, that have **more than 80 percent federal funding will be ineligible**.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(\text{BUILD Grant Request} + \text{Other Federal Funds})}{\text{Total Project Cost}} = \text{Federal Cost Share}$$

Total Project Cost means the sum of future eligible Federal and non-Federal costs yet to be incurred.

Eligible sources of non-Federal funds include:

- State funds originating from programs funded by State revenue
- Local funds originating from State or local revenue-funded programs
- Private funds
- Tribal transportation program funds under section 202 of title 23
- Federal lands transportation program funds under section 203 of title 23
- TIFIA program funds (as defined in section 601(a) of title 23)
- Railroad Rehabilitation and Improvement Financing Program under chapter 224
- Federal credit assistance (if repaid from non-Federal sources)

Toll credits under [23 U.S.C. 120\(i\)](#) are considered a Federal source under the BUILD program.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0144

Title:

Tourism Update (**Gui Cunha, Economic Development & Tourism Director**)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0140

Title:

Work Session - Indoor Sports Complex (**Rick Durr, Parks and Recreation Director**)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0139

Title:

Work Session - Business Tax Receipts (**Tricia Johnson, Deputy County Manager**)