

## **REQUEST FOR PROPOSALS**

### **23. Award RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division to The Colinas Group, Inc., Winter Park (NTE \$250,000.00 per year).**

RFP-0013-05/DRR will provide a qualified hydrogeological consulting firm to give geological and groundwater expertise in support of on-going solid waste FDEP permit compliance requirements.

The project was publicly advertised and the County received four submittals (listed alphabetically):

- Ardaman & Associates, Inc., Orlando;
- The Colinas Group, Inc., Winter Park;
- PSI, Inc., Orlando;
- Shaw Environmental, Inc., Clermont.

The Evaluation Committee, which consisted of David Gregory, Solid Waste Manager; Gary Rudolph, Utilities Manager; and Tom Waters, Principal Coordinator, Solid Waste Division evaluated the submittals and short-listed two firms.

Consideration was given to the following criteria when evaluating the proposals:

- Qualifications/Experience
- Project Approach
- Ability to Perform
- Price Proposal

The Evaluation Committee conducted telephone interviews with the two short-listed firms:

- Ardaman & Associates, Inc., Orlando;
- The Colinas Group, Inc., Winter Park.

Consideration was given to the same criteria:

- Qualifications/Experience
- Project Approach
- Ability to Perform
- Price Proposal

The Evaluation Committee then requested the short-listed firms provide Best and Final Offers. The evaluation criteria were the same with a redistribution of the weights. Upon evaluation of these offers, the Evaluation Committee recommends that the Board award a contract to The Colinas Group, Inc. Although The Colinas Group, Inc.'s price proposal was just over 1% higher, their technical scoring was appreciably higher than that of Ardaman & Associates, Inc. The Colinas Group, Inc. specializes in only hydrogeological services. They also provided details that addressed specific Seminole County regulatory requirements and the time lines necessary to meet those requirements.

As the incumbent, The Colinas Group, Inc.'s, approach to the project provided historical review prior to sampling. The Colinas Group, Inc. has provided the County with excellent support and technical representation to the FDEP for permitting over the past five years. Therefore, the Committee determined The Colinas Group, Inc., provides the best value to the County.

The NTE amount for this agreement is \$250,000.00 per year with a contract term of three years and at the sole option of the County may be renewed for (2) one year periods. This is a budgeted project and funds are available in account number 087900-530310.

Environmental Services/Solid Waste Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board award and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

# B.C.C. - SEMINOLE COUNTY, FL

## RFP TABULATION SHEET

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

RFP NUMBER: RFP-0013-05/DRR

RFP TITLE: Hydrogeological Services for Solid Waste Management Division

DUE DATE: September 28, 2005, 2:00 P.M.

PAGE: 1 of 1

	Response 1	Response 2	Response 3	Response 4
<b>INFORMATION PROVIDED IN RESPONSE</b>	<p>Ardaman &amp; Associates, Inc. 8008 S. Orange Avenue Orlando, FL 32809</p> <p>Herbert G. Strangland, Jr., P.E. 407-855-3860 PH 407-859-8121 FX</p>	<p>The Colinas Group, Inc. 509 N. Virginia Avenue Winter Park, FL 32789</p> <p>Richard L. Potts, Jr., P.G. 407-622-8176 PH 407-622-8196 FX</p>	<p>PSI, Inc. 1748 33<sup>rd</sup> Street Orlando, FL 32839</p> <p>Jeffrey M. Martineau 407-304-5560 PH 407-304-5561 FX</p>	<p>Shaw Environmental, Inc. 415 Citrus Tower Boulevard Clermont, FL 34711</p> <p>Curtis R. Lee, P.G. 352-241-2231 PH 352-394-7722 FX</p>

OPENED and TABULATED BY:  
POSTED:

D. Reed, Sr Contracts Analyst  
9/29/2005

EVALUATION CRITERIA:

Qualifications/Experience 45%  
Project Approach 35%  
Ability to Perform 10%  
Price Proposal 10%

EVALUATION COMMITTEE MEETING:

October 14, 2005, 9:00 am, est

TELEPHONE INTERVIEWS  
WITH SHORT-LISTED FIRMS:

Environmental's Large Conference Room at Reflections, 500 W. Lake Mary Blvd., Sanford, Florida.

SCHEDULE:

October 31, 2005, 10:15 am, est  
Environmental's Large Conference Room at Reflections, 500 W. Lake Mary Blvd., Sanford, Florida.  
Ardaman & Associates, Inc. 10:15 am  
The Colinas Group, Inc. 10:45 am

TELEPHONE INTERVIEW CRITERIA:  
RECOMMENDATION OF AWARD:

Same as evaluation criteria.  
The Colinas Group, Inc.

RECOMMENDATION TO BOARD:

January 10, 2006

## RFP-0013-05

## Price Proposal Analysis

	Price Proposal	%	Multiply	Points	Weighted Score
Ardaman & Assoc, Inc.	\$8,908.00	100	X	10	10
The Colina Group, Inc.	\$9,030.88	99	X	10	9.9

% Diff	1.36%
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In order to prepare their Best and Final Offers, the firms were given a Hypothetical Semi-Annual Report Preparation for submittal to FDEP form to complete. The County determined the hours and disciplines necessary to compare relative cost. The completed forms from both firms follow.

Ardaman & Assoc., Inc.

**HYDROGEOLOGIST RFP FOR SEMINOLE COUNTY**

Labor Category	Billing Rate
Principal Consultant	\$147.00
Senior Hydrogeologist	\$122.00
Staff Hydrogeologist	\$64.00
Field Personnel	\$48.00
Draftperson	\$46.50
Clerk/Word Processing	\$40.00

**Hypothetical Semi Annual Report Preparation for submittal to FDEP**

Task	Principal Consultant	Senior Hydrogeologist	Staff Hydrogeologist	Field Person	Draftperson	Clerk/Word Processing
Project Management	6					
Field Sampling	2			24		
Data Reduction	2	2	6			4
Lab QA/QC		4				
Data Analysis	2	6	6			
Report Preparation	4	8	16		8	16
<b>Total Hours</b>	<b>16</b>	<b>20</b>	<b>28</b>	<b>24</b>	<b>8</b>	<b>20</b>
<b>Calculated Cost:</b>	<b>\$8,908.00</b>					

Hypothetical Semi Annual Report Preparation for submittal to FDEP

Project includes well sampling and sample preparation for analysis by other, coordination with laboratory, preparation of groundwater reports for FDEP (with review by County), and any report follow-up.

Task	Principal Consultant	Senior Hydrogeologist	Staff Hydrogeologist	Field Person	Draft-person	Clerk/Word Processing
Proj. Mgt.	6					
Field Sampling	2			24		
Data Reduction	2	2	6			4
Lab QA/QC		4				
Data Analysis	2	6	6			
Report Prep.	4	8	16		8	16
Total Hours	16	20	28	24	8	20

Calculated Cost: \$ 9,030.88

## Evaluation Criteria:

Qualifications/Experience	40%
Project Approach	30%
Price Proposal	20%
Ability to Perform	10%



Richard L. Potts, Jr., P.G.  
The Colinas Group, Inc.

**Hydrogeologist RFP, Price Proposal Analysis -BEST and FINAL OFFER**

Labor rates are to include all indirect costs including travel, office supplies, sampling supplies, copying, postage, etc.

Labor category	Billing Rate
Principal consultant	\$115.26/Hr.
Senior Hydrogeologist	\$109.54/Hr.
Staff Hydrogeologist	\$86.64/Hr.
Field Personnel	\$62.50/Hr.
Draftperson	\$42.50/Hr.
Clerk/Word Processing	\$36.50/Hr.



Richard L. Potts, Jr. P.G.  
The Colinas Group, Inc.

**BEST AND FINAL OFFER**

**RFP-0013 Hydrogeological Services for Solid Waste Management Division**

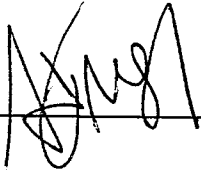
**ARDAMAN & ASSOCIATES, INC.**  
**THE COLINAS GROUP, INC.**

D. Gregory	G. Rudolph	T. Waters	TOTAL POINTS	RANKING
2	2	2	6	2
1	1	1	3	1

**The Evaluation Committee recommends**

**The Colinas Group, Inc.**

David Gregory



Gary Rudolph



Tom Waters





RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Experienced with landfills  
Worked w/ St. Cloud Slurry-wall LF

Score 42  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Good discussion of primary and backup.  
Using FDEP validator

Score 32  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Large firm Orlando office

Score 8  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 100  
(0-10)

Total Score             
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: The Colinas Group, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Currently working w/ Seminole County UFs. Have  
provided good support and given good technical  
presentation to FDEP

Score 44  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Good discussion of approach including primary  
responsibility and backup.  
Using FDEP slides for

Score 32  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Small firm - Winter Park office  
Seminole important client

Score 8  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 92  
(0-10)

Total Score             
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

10 or more slurry walls  
Filter - unfiltered sample.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

FIRM PROVIDED GOOD DETAIL ON ALL ASPECTS -  
PROVIDED LOTS OF SLURRY WALL EXP. + SAMPLING

Score 38  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

GOOD ASSESS - Did not provide during discussion any  
innovative processes

Score 27  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

LOCAL FIRM  
INDICATED 100+ STAFF IN LOCAL OFFICE. Sufficient STAFF  
TO SUPPORT.

Score 9  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 100  
(0-10)

Total Score  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: The Colinas Group, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Rick  
Dale platter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

THIS FIRM HAS THE CONTRACT AT THIS TIME.  
PRIMARILY A Hydrogeologist firm - PROVIDED GOOD DETAIL  
ON existing 7 contract. Discussed time line to meet  
Regulatory needs.

Score 40  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

PROVIDED THAT HISTORICAL REVIEW NEEDED PRIOR TO SAMPLING  
FULL REVIEW OF data

Score 30  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

LOCAL FIRM  
FIRM HAS 7 contracts and will work 7 days a week  
if needed to meet needs.

Score 8  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 92  
(0-10)

Total Score             
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Tom Waters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Landfills since 1980. S/Cland, Orange County, Red Lake,  
Good House Rd Landfills. Sub-consultants for PRSD on  
Assecla Road Landfill.

Score 42  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Strong well innovation - Remediation of DFP

Score 31  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Ocala & other locations  
Large number of clients, etc.

Score 8  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 100  
(0-10)

Total Score 100  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: The Colinas Group, Inc.

QUALIFICATION COMMITTEE MEMBER: Tom Waters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

*Have been doing hydrogeological work for SWMD for past 5 years.  
One of few hydrogeology firms in Fla - most are just at large firm  
Hydrogeology is focus of TCG*

Score 45  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

*Proved to SWMD that Aluminum was not a concern at a private landfill*

Score 35  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

*Winter Park (+ Lakeview & Sawtooth)  
We are there primary contact*

Score 10  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 92  
(0-10)

Total Score 92  
(0-100)

# EVALUATION RANKINGS

## RFP-0013 Hydrogeological Services for Solid Waste Management Division

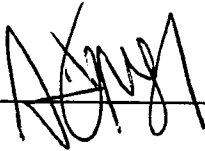
	D. Gregory	G. Rudolph	T. Waters	TOTAL POINTS	RANKING
ARDAMAN & ASSOCIATES, INC.	2	1	2	5	2
THE COLINAS GROUP, INC.	1	2	1	4	1
PSI, INC.	4	4	3	11	4
SHAW ENVIRONMENTAL, INC.	3	3	4	10	3

The Evaluation Committee agrees to conduct phone interviews with the two top ranked firms:

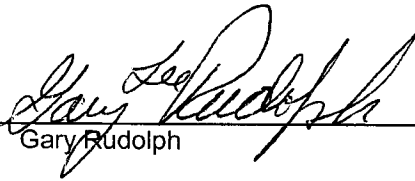
The Colinas Group, Inc.

Ardaman & Associates, Inc.

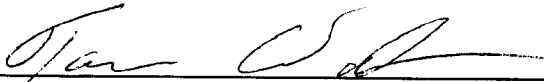
David Gregory



Gary Rudolph



Tom Waters



RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Shaw Environmental, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services; on time and on budget.

Satisfactory qualifications  
No discussion of slurry wall LF  
Broad-range of experience

Score 39  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Satisfactory approach  
Web-portal

Score 32  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Contract managed out of Jax with support from Cleveland

Score 8  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 10  
(0-10)

Total Score \_\_\_\_\_  
(0-100)



RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

provided information on natural liners + slurry wall, etc

Score 42  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Detailed project approach

Score 32  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Work out of order to  
Details provided on how will meet our needs

Score 9  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 8.1  
(0-10)

Total Score 88.1  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: The Colinas Group, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Extremely experienced with all Seminole Co. LFs  
Experienced personnel

Score 44  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Good understanding of services

Score 33  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Winter Park offices  
Details provided on how will meet our needs

Score 9  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 7.4  
(0-10)

Total Score \_\_\_\_\_  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: PSI, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Satisfactory Qualification  
No discussion of strong wall LF  
Broad experience

Score 38  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Satisfactory approach

Score 32  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Contact out of Orlando

Score 9  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Score 8.3  
(0-10)

Total Score \_\_\_\_\_  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Shaw Environmental, Inc.

QUALIFICATION COMMITTEE MEMBER: Tom Waters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Experience with 3 Florida landfill projects,  
None in Central Florida

Score 37  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Project manager is a PG & CDMM - works  
out of Jacksonville

Score 32  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Home office Buder Range; local office Clermont.  
Project Manager - Jacksonville  
Indicate they have adequate staff time  
available

Score 7  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

\$ 7,492.00

Score 10  
(0-10)

Total Score 86  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Tom Waters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Experience includes SJ Clark, Sanford Deltune,  
Orange County, Brevard County  
Their PG does not appear to have a strong landfill  
background; however, their PG/Project Manager does

Score 43  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Project manager is PE. Have a PG listed as  
a technical consultant

Score 33  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Headquarters - Orlando  
Indicate they have adequate staff time  
available.

Score 9  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

\$9,292.00

Score 8.1  
(0-10)

Total Score 93.1  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: The Colinas Group, Inc.

QUALIFICATION COMMITTEE MEMBER: Tom Waters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Strong experience doing landfill work in  
Seminole County & other areas of Central Florida.  
Working with SWMD dating back to 1986.  
Hydrogeological is primary function of their  
business.

Score 45  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Project manager is a PE

Score 35  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Main Office - Winter Park  
Indicate they have adequate staff time  
available

Score 10  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

\$10,075.04

Score 7.4  
(0-10)

Total Score 97.4  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: PSI, Inc.

QUALIFICATION COMMITTEE MEMBER: Tom Waters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Projects listed as "Sevinole County landfill"  
are not our facilities - they are solid  
waste facilities within the County.  
Have done smaller projects within the County.

Score 40  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Contract manager is CHMM  
Project manager is PE  
on "Project Team"

Score 32  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Headquarters - Illinois; local office in Orlando  
Indicate they have adequate staff time  
available

Score 8  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

List 4 people as "Project Team" plus 2  
management figures above - Concern with actual costs.  
\$ 9,080.00

Score 8.3  
Total Score 88.3 (0-100)  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

*Firm has provided sufficient detail of Qualifications  
Personnel have lots of exp. No sub-consultants on project.  
Recent exp in similar projects provided. Very good detailed  
proposal*

Score 40  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

*Firm has demonstrated they have experience in this  
type of project only ENVIRONMENTAL providing water  
services on reports by having some due some  
graphs charts. Very detailed approach provided.*

Score 28  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

*Firm is local in Ontario and has provided  
sufficient detail that they are able to support  
project.*

Score 9  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

*Firm provided data requested. Firm's cost  
was the second lowest of the 4 firms.*

Score ~~28~~ ~~28~~ 8.1  
(0-10)

Total Score 85.1  
(0-100)



RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: The Colinas Group, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Firm has provided sufficient detail that shows firm is qualified to do the project. Firm is doing the job at this time. ONLY sub-consultants mentioned were for drilling activities. Several projects identified as similar to this one. They are contacted to do the work at present. Two similar projects indicated to be under budget. ONLY INDICATION ON TIME + ON BUDGET.

Score 38  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

GOOD MANAGEMENT APPROACH GIVEN. Didn't pick up on any innovation techniques.

Score 27  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

FIRM IS LOCATED 20 minutes from county facilities. Firm has provided sufficient detail indicating no problem in continuing the project.

Score 9  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

FIRM PROVIDED REQUESTED DATA which was the highest of all 4 firms.

Score 7.4  
(0-10)

Total Score 81.4  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: PSI, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Firm shows lots of EXP COMPANY WOULD BUT THE  
IDENTIFIED PROJECT TEAM SEEMS geared toward  
SITES that were cleanup type. Not a lot of landfill exp.  
NO INDICATION OF SUB-CONSULTANTS - Project identified not  
similar -

Score 30  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

PROJECT APPROACH BASIC with only INNOVATION  
INDICATED WAS MODELING ABILITY.

Score 29  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

FIRM IS LOCAL + LOTS OF ABILITY SHOWN BY  
FIRM BUT KEY TEAM MEMBERS NOT SHOWN TO  
HAVE LOTS OF SOLID WASTE EXP.

Score 5  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

FIRM PROVIDING REQUESTED DATA which was the  
second from lowest.

Score 8.3  
(0-10)

Total Score 72.3  
(0-100)

RFP-0013-05/DRR – Hydrogeological Services for Solid Waste Management Division

SUBMITTAL COMPANY NAME: Shaw Environmental, Inc

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications/Experience (45%)

- Qualifications of firm, proposed personnel experience, sub-consultants, if any.
- Experience with similar projects within last five years.
- References and past performance related to providing sensitive, high quality services, on time and on budget.

Firm showed sufficient detail + experience to complete task. Sub-consultants for drilling is additional experience given in like projects and indication of ability on budget.

Score 32  
(0-45)

Criteria: Project Approach (35%)

- Project approach, including innovation.

Good approach - little time was wasted. Showing knowledge of required

Score 26  
(0-35)

Criteria: Ability to Perform (10%)

- Location of the firm in charge of project.
- Workload; ability and capacity of Proposer to perform and comply with scope of work.

Local firm with multiple offices in Florida. Indicates sufficient resources to do job

Score 7  
(0-10)

Criteria: Price Proposal (10%)

- Analysis of calculated cost of report preparation.

Firm provided requested information which indicates lowest cost of all firms

Score 10  
(0-10)

Total Score 75  
(0-100)

~~DRAFT~~

CONSULTANT SERVICES AGREEMENT (RFP-0013-05/DRR)  
HYDROGEOLOGICAL SERVICES FOR SOLID WASTE MANAGEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Colinas Group, Inc., duly authorized to conduct business in the State of Florida, whose address is 509 N. Virginia Ave., Winter Park, FL 32789 hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified consultant to provide hydrogeological services for the Solid Waste Management Division in Seminole County; and

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

**WHEREAS**, the CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require

the COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

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

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation, including reimbursable expenses, paid to the CONSULTANT, shall not exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) per year. Compensation shall be paid at the rates as indicated on Exhibit "C", Rate Schedule, attached hereto.

**SECTION 6. REIMBURSABLE EXPENSES.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

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

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

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

Project.

**SECTION 7. PAYMENT AND BILLING.**

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee Basis". The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

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

The original invoice shall be sent to:

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



A duplicate copy of the invoice shall be sent to:

Seminole County Solid Waste Division  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

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

**SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.**

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

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit,

examination, excerpts and transcriptions.

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

#### **SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.**

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the

CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

**SECTION 11. TERMINATION.**

(a) The COUNTY may, by written notice to the CONSULTANT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

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

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contem-

plated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

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

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT.** The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 14. NO CONTINGENT FEES.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 15. CONFLICT OF INTEREST.**

(a) The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

**SECTION 16. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**SECTION 17. SUBCONTRACTORS.** In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 18. INDEMNIFICATION OF COUNTY.** The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

## SECTION 19. INSURANCE.

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

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

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

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

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

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



the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employer's Liability.

(A) The CONSULTANT'S insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT'S insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

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

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials,

officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

## **SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary

mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 24. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 25. EMPLOYEE STATUS.** Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

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

**SECTION 27. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

**SECTION 29. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Solid Waste Division  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**For CONSULTANT:**

Same as front  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 30. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

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

ATTEST:

The Colinas Group, Inc.

\_\_\_\_\_  
, Secretary  
(CORPORATE SEAL)

By: \_\_\_\_\_  
Richard L. Potts, Jr., P.G., Vice President  
Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman  
Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

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

AC/lpk  
8/29/05  
rfp-0013

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

## EXHIBIT "A"

### Request For Proposal Professional Services:

#### Hydrogeological Services for

#### Seminole County Solid Waste Management Division

Seminole County Environmental Services Department, Solid Waste Division (SWD), is seeking the services of a qualified hydrogeological consulting firm to provide geological and groundwater expertise in support of on-going solid waste FDEP permit compliance requirements. This agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years and at the sole option of the County may be renewed for two (2) one (1) year periods.

#### **Scope of Services, general:**

The SWD monitors three landfills pursuant to permits and/or groundwater monitoring plans issued by the Florida Department of Environmental Protection (FDEP). The SWD seeks a consultant to provide Professional Services associated with monitoring the landfills and any other solid waste management facilities (or other county facilities as required).

Currently, County has Ground Water Monitoring plans for the landfills indicated below. Groundwater wells and other sample points are sampled by Consultant on a recurring semi-annual schedule and the samples are analyzed by a laboratory under contract with the County.

The sample points indicated below are regularly monitored:

- Osceola Landfill, Active (6 piezometers, 38 groundwater samples, one (1) leachate sample and 2 mulch samples).
- Upsala Landfill, Closed (15 groundwater samples)
- Sanlando Landfill, Closed (7 groundwater samples, 2 surface water samples.)

The scope of professional services required includes, but is not limited to:

- Assuring that the SWD is complying with permit and/or plan conditions;
- Supporting the county in addressing ground water quality concerns that may arise;
- Supporting the county in addressing surface water quality issues that may arise;
- Collecting water samples, completing field tests, measuring water levels at Seminole County active and closed landfills;
- Reviewing laboratory analysis, auditing laboratory services, and assisting in soliciting for laboratory services;
- Preparing map and graphs;
- Preparing semi-annual and biennial monitoring reports for submittal to the FDEP;
- Preparing, reviewing, and revising groundwater monitoring plans;
- Providing guidance on hydrogeological issues;
- Representing and assisting the County in meetings and correspondence with regulatory agencies;



- Preparation of Evaluation Monitoring Plans/Contamination Assessment Plans and Plan implementation.
- Collection of geologic and hydrologic information and preparation of responses to FDEP requests for technical information not provided as part of recurring GWMP reporting requirements
- Providing level surveys, monitoring well design, and installation of monitoring wells; and,
- Other hydrogeological services as needed.

To meet the unique needs of Seminole County, consulting firms should possess demonstrated experience with solid waste disposal facilities in Florida, including, but not necessarily limited to:

- Class I landfills using slurry-wall leachate containment systems;
- Solid waste service for local governmental agencies
- Landfill's receiving up to 1,800 tons per day of municipal solid waste for disposal
- FDEP liner-equivalency analyses, or experience in similar alternative procedures processes, as defined in Florida Administrative Code, Chapter 62-701;
- Forensic analyses of leachate containment/collection systems and FDEP rule/permit compliance;
- Preparation of recurring GWMP Reports for solid waste facilities;
- Working successfully with FDEP solid waste and groundwater permitting staff, particularly in the Central District Office, and;
- Demonstrated expertise in providing innovative solutions to solid waste permitting issues.
- Recent experience in completion of Evaluation Monitoring/Contamination Assessment and supporting hydrogeologic investigations in rule 62-701, F.A.C.
- Routine sampling, monitoring and assessment and preparation of FDEP Monitoring Reports for active and closed landfills.
- Hydrogeologic and geochemical evaluations of landfill water quality monitoring plans for FDEP permit applications, renewals and modifications.
- Specific experience with hydrogeologic conditions in central Florida and Seminole County affecting landfill operations, environmental protection and FDEP rule compliance.

Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA

# WORK ORDER

Work Order Number: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Project Title: \_\_\_\_\_

Consultant: \_\_\_\_\_  
Address: \_\_\_\_\_

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

METHOD OF COMPENSATION:

- ☐ fixed fee basis  
☐ time basis-not-to-exceed  
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

\_\_\_\_\_  
(Company Name)

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

Date: \_\_\_\_\_, President

(CORPORATE SEAL)

, Secretary

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

WITNESSES:

\_\_\_\_\_  
(Contracts Analyst, print name)

By: \_\_\_\_\_  
Peter W. Maley, Contracts Supervisor

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

\_\_\_\_\_  
(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole  
County Administrative Code

## WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

**EXHIBIT C****Hydrogeologist RFP, Price Proposal Analysis -BEST and FINAL OFFER**

Labor rates are to include all indirect costs including travel, office supplies, sampling supplies, copying, postage, etc.

Labor category

Billing Rate

Principal consultant	\$115.26/Hr.
Senior Hydrogeologist	\$109.54/Hr.
Staff Hydrogeologist	\$86.64/Hr.
Field Personnel	\$62.50/Hr.
Draftperson	\$42.50/Hr.
Clerk/Word Processing	\$36.50/Hr.



Richard L. Potts, Jr. P.G.  
The Colinas Group, Inc.