

REQUEST FOR PROPOSALS

AWARDS

21. **Award RFP-4232-04/TLR – Six General Consulting Services Agreements for Comprehensive Planning to: Calvin, Giordano & Associates of Orlando; Carter Burgess of Orlando; Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart, Inc. of Orlando; Land Design Innovations of Winter Park; Reynolds, Smith & Hills, Inc. of Orlando; and Laura Turner Planning Services of Winter Park (Estimated \$150,000.00 per year total).**

RFP-4232-04/TLR will provide professional Consultant expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive planning work program activities.

This project was publicly advertised and the County received seven (7) responses (listed in alphabetical order):

- Calvin, Giordano & Associates, Orlando
- Carter Burgess, Orlando
- Economics Research Associates, Los Angeles, CA
- Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart, Inc., Orlando
- Land Design Innovations, Winter Park
- Reynolds, Smith & Hills, Orlando
- Laura Turner Planning Services, Winter Park

The Evaluation Committee, which consisted of Tony Walter, Assistant Planning Manager; Alice Gilmartin, Principal Coordinator; and Matt West, Planning Manager, evaluated the submittals. Consideration was given to the following criteria:

Experience/Qualifications
Methodology
Ability to Perform
Price

The Evaluation Committee recommends that the Board award to the top six (6) ranked firms (listed in alphabetical order):

- Calvin, Giordano & Associates, Orlando
- Carter Burgess, Orlando
- Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart, Inc., Orlando
- Land Design Innovations, Winter Park
- Reynolds, Smith & Hills, Orlando
- Laura Turner Planning Services, Winter Park

Authorization for performance of services by the consultants under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant(s). The Work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project. The total estimated value of services per year is \$150,000.00. Each agreement will be effective for one year and at the option of the County may be renewed each year for two additional years (three years total).

The Planning and Development Department/Planning Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate, and authorize the Chairman to execute the Agreements as prepared by the County Attorney's Office.

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

RFP NUMBER: RFP-4232-04/TLR
 RFP TITLE: General Consulting Services for Comprehensive Planning
 DUE DATE: November 17, 2004, 2:00 P.M

ALL SUBMITTALS 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 PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS 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.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Calvin, Giordano & Assoc. 390 N. Orange Ave., #2600 Orlando, FL 32801 Shelley, Eichner, AICP 407-423-0523 Phone 407-926-7797 Fax	Carter Burgess 1000 Legion Place, Suite 1400 Orlando, FL 32801 Robert Courelyou, P.E. 407-514-1400 Phone 407-514-1499 Fax	Economics Research Associates 10990 Wilshire Blvd., Ste. 1500 Los Angeles, CA 90024 David E. Bergman, AICP 310-477-9585 Phone 310-478-1950 Fax	Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart, Inc. 33 E. Pine Street Orlando, FL 32801 Francis Chandler-Marino, 407-843-6552 Phone 407-839-1789 Fax
RESPONSE -5-	RESPONSE -6-	RESPONSE -7-	RESPONSE --
Land Design Innovations 140 N. Orlando Ave., Ste. 295 Winter Park, FL 32789 Tracy L. Crowe, AICP 407-975-1273 Phone 407-975-1278 Fax	Reynolds, Smith & Hills, Inc. 3670 Maguire Boulevard, Suite 300 Orlando, FL 32803 James R. Avitabile, P.E. 407-893-5800 Phone 407-893-5858 Fax	Laura Turner Planning Services 1646 Berkshire Ave. Winter Park, FL 32789 Laura Turner, AICP 407-620-5095 Phone	

EVALUATION CONSIDERATIONS

EXPERIENCE/QUALIFICATIONS

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

METHODOLOGY

- Project approach (20)
- Rates based on disciplines (15)

ABILITY TO PERFORM

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Tabulated by: (11/30/2004) T. Roberts, CPPB, Sr. Contracts Analyst

Evaluation Meeting, December 9, 2004 at 11am County Services Building Purchasing Conference Room, 1101 East 1st Street, Sanford

Recommendation of Award: Calvin, Giordano; Carter Burgess; Glatting, Jackson et al; Land Design; RS & H; and Laura Turner will be presented to the BCC on 01/11/2005 for ward (Posted 12/09/04)

EVALUATION FOR RFP-4232-04/TLR General Comp Planning**QUALIFICATION TEAM
CONSENSUS REPORT AND RECOMMENDATION****SUMMARY SCORES AND RANKINGS**

<u>FIRMS</u>	<u>SCORE</u>	<u>RANKING</u>
Calvin	62.61	3
Carter Burgess	59.66	4
Economics	31.50	7
Glatting Jackson	69.35	2
Land Design	71.13	1
RSH	59.08	5
Laura Turner	56.33	6

**The Evaluation Committee makes the following recommendation:
Award to the top six ranked firms**

SIGNATURES:

Alice Gilmartin

Tony Walter

Matt West

EVALUATION FOR RFP-4232-04/TLR General Comp Planning

	Alice Gilmartin			Tony Walter		Matt West		Dick Boyer			
Calvin	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>						
Experience	50.00%	70	35	70	35	92	46		0	29.00	40.03
Project approach rates	20.00%	70	14	75	15	96	19.2		0	12.05	41.72
ability to perform	15.00%	90	13.5	90	13.5	90	13.5	90	13.5	13.50	38.25
	15.00%	75	11.25	70	10.5	70	10.5		0	8.06	35.91
	100.00%		73.75		74		89.2		13.5	WEIGHTED AVERAGE	62.61
Carter Burgess											
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>						
Experience	50.00%	75	37.5	75	37.5	79	39.5		0	28.63	38.21
Project approach rates	20.00%	70	14	80	16	95	19		0	12.25	42.11
ability to perform	15.00%	64	9.6	64	9.6	64	9.6	64	9.6	9.60	27.20
	15.00%	85	12.75	80	12	80	12		0	9.19	40.90
	100.00%		73.85		75.1		80.1		9.6	WEIGHTED AVERAGE	59.66
Economics											
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>						
Experience	50.00%	60	30	65	32.5	50	25		0	21.88	29.83
Project approach rates	20.00%	0	0	60	12	50	10		0	5.50	32.02
ability to perform	15.00%	0	0		0		0		0	0.00	0.00
	15.00%	0	0	60	9	50	7.5		0	4.13	32.02
	100.00%		30		53.5		42.5		0	WEIGHTED AVERAGE	31.50
Glatting Jackson											
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>						
Experience	50.00%	100	50	92	46	95	47.5		0	35.88	47.95
Project approach rates	20.00%	95	19	95	19	100	20		0	14.50	48.39
ability to perform	15.00%	59	8.85	59	8.85	59	8.85	59	8.85	8.85	25.08
	15.00%	95	14.25	90	13.5	85	12.75		0	10.13	45.18
	100.00%		92.1		87.35		89.1		8.85	WEIGHTED AVERAGE	69.35
Land Design											
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>						
Experience	50.00%	90	45	85	42.5	90	45		0	33.13	44.23
Project approach rates	20.00%	90	18	80	16	95	19		0	13.25	44.60
ability to perform	15.00%	100	15	100	15	100	15	100	15	15.00	42.50
	15.00%	95	14.25	80	12	85	12.75		0	9.75	43.78
	100.00%		92.25		85.5		91.75		15	WEIGHTED AVERAGE	71.13
Reynolds, Smith & Hills											
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>						
Experience	50.00%	65	32.5	79	39.5	80	40		0	28.00	37.96
Project approach rates	20.00%	70	14	75	15	85	17		0	11.50	38.84
ability to perform	15.00%	68	10.2	68	10.2	68	10.2	68	10.2	10.20	28.90

EVALUATION FOR RFP-4232-04/TLR General Comp Planning

	Alice Gilmartin			Tony Walter		Matt West		Dick Boyer			
ability to perform	15.00%	85	12.75	75	11.25	90	13.5		0	9.38	42.13
	100.00%		69.45		75.95		80.7		10.2	WEIGHTED AVERAGE	59.08

Laura Turner

<u>CRITERIA</u>	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>						
Experience	50.00%	95	47.5	80	40	85	42.5		0	32.50	43.78
Project approach rates	20.00%	95	19	85	17	94	18.8		0	13.70	45.89
	15.00%		0		0		0		0	0.00	#DIV/0!
ability to perform	15.00%	95	14.25	85	12.75	90	13.5		0	10.13	45.18
	100.00%		80.75		69.75		74.8		0	WEIGHTED AVERAGE	56.33

0 RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Calvin, Giordano

QUALIFICATION COMMITTEE MEMBER: Matthew West

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Good variety of projects - emphasis of presentation seemed to be parks - central Florida experience limited.

Score 92
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 13.5%

Score 96
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Recently opened branch office in Orlando.
Workload not fully addressed. Who is in Orlando office?

Score 70
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Carter Burgess

QUALIFICATION COMMITTEE MEMBER: Matthew West

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
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- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Emphasis seems to be on transportation. Even main project manager seems transportation oriented.

Score 79
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 9.6%
Using incorrect County logo

Score 95
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Score 80
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Economics Research

QUALIFICATION COMMITTEE MEMBER: Matthew West

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
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- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

The emphasis seems to be entirely on economic study and research rather than a multidisciplinary approach.

Score 50
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 9.75% of disciplines available

Could not find methodology approach

Need to align with a firm that has other disciplines necessary for submittal.

Score 50
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Score 50
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Glattig, Jackson, Kercher

QUALIFICATION COMMITTEE MEMBER: Matthew West

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Score 95
(100-0)

METHODOLOGY (35%)

- Project approach (20) 20%
- Rates based on disciplines (15) 8.85%

Score 100
~~95~~
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Score 85
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Land Design Innovations

QUALIFICATION COMMITTEE MEMBER: Matthew West

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
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- Qualifications of firm & sub-consultants and their role and participation in this project (20)
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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Introduction pages reversed - minor issue

Score ~~90~~ 90
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 15%

Score 95
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Score 95
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Reynolds, Smith & Hills

QUALIFICATION COMMITTEE MEMBER: Matthew West

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5) - *For subconsultant Marion Skilling*

Type in transmittal letter
Disadvantaged business too

land use planner is presented as a transportation planner

work experience is almost entirely presented as transportation relate

Score 80
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 10.2%

Score 85
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Score 90
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Laura Turner Planning

QUALIFICATION COMMITTEE MEMBER: Matthew West

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
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EXPERIENCE/QUALIFICATIONS (50%)

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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Great experience. appears to be a one-person operation. which could affect output

Score 85
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 14.1% of disciplines available

Score 94
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Score 90
(100-0)

Total Score _____ (0-100)

Ranking _____

0 RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Calvin, Giordano

QUALIFICATION COMMITTEE MEMBER: J. Walter

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is.
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EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20) —
- Educational background and training of key personnel that are related to required services (5) —
- Related work experience (10) —
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

No local experience presented, Environment experience not local.

Score 70
(100-0)

35

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 13.5% —

Liked Report layout

Score 75
(100-0)

26.25

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Not sure where staff working on General Co project is.

Score 70
(100-0)

10.5

Total Score 72 (0-100)

Ranking _____

215

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Carter Burgess

QUALIFICATION COMMITTEE MEMBER: Ray Walter

EVALUATION CONSIDERATIONS

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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Experience seems focused on P&ID, transportation, goods subs, EMS has
Senior Co. Experience, good transit background

Score 75
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 9.6%

Clear / Talked about Cost Control, emphasized importance of agreement on scope &
level of effort up front

Score 80
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

a Key P&ID staffer in Ft. Lauderdale

Score 30
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Economics Research

QUALIFICATION COMMITTEE MEMBER: Tony Walter

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

No real Central Florida Experience with local Govt, Qualified personnel but expect a very long learning curve

Score 65
(100-0)

72.5

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 9.75% of disciplines available

Didn't really find one

Score 60
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

No local office

Score 60
(100-0)

Total Score _____ (0-100)

Ranking _____

185

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Glattig, Jackson, Kercher

QUALIFICATION COMMITTEE MEMBER: Tony Walter

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
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Describe strengths, weaknesses and deficiencies to support your assessment.

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EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20) ✓
- Educational background and training of key personnel that are related to required services (5) ✓
- Related work experience (10) ✓
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Outstanding experience in Central Florida & Seminole Co., good mix of team experience Local, Regional & National,

46

Score 92
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 8.85%

Wholistic approach, emphasis on concensus, process charts a great way to share inputs

Score 95
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5) ✓
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Availability of staff ??

Score 90
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Land Design Innovations

QUALIFICATION COMMITTEE MEMBER: Jay Walter

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

good Subs, excellent list of projects, local & Regional

42.5

Score 85
(100-0)

METHODOLOGY (35%)

- Project approach (20)
 - Rates based on disciplines (15) 15%
- Good local Comp. plan Experience Subs are strong, public Involvement
Could like more info on environment

Score 80
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

good

Score 80
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Reynolds, Smith & Hills

QUALIFICATION COMMITTEE MEMBER: Tony Walt

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

has served as 4 of the Co. General Consultants, RS&H team similar to Transportation team, Charts easy to Read & get Patient Information

Score 79
(100-0)

39.5

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 10.2%

good, Transportation oriented to some degree,

Score 75
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Score 75
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Laura Turner Planning

QUALIFICATION COMMITTEE MEMBER: Toy Walter

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20) ✓
- Educational background and training of key personnel that are related to required services (5) ✓
- Related work experience (10) ✓
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5) ✓

Walth of planning experience locally & regionally, Very good public involvement skills, has used to sub environment suit not sure

Score 80
(100-0)

40

METHODOLOGY (35%)

- Project approach (20) ✓
- Rates based on disciplines (15) 14.1% of disciplines available

approach is good works as part of Co. Staff, direct access to person doing work.

Score 85
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

local, small firm direct access to person doing work.

Score 85
(100-0)

Total Score _____ (0-100)

Ranking _____

0 RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Calvin, Giordano

QUALIFICATION COMMITTEE MEMBER: Alice Gilman

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Appears to be more current planning + design oriented in lieu of comprehensive plan
— Limited long range planning activities. No statement of incorporation with PCA
METHODOLOGY (35%) Score 70
(100-0)

- Project approach (20)
- Rates based on disciplines (15) 13.5%

Not oriented to S.C. needs. Approach - very basic
Score 70
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

PM appears not to be local
Score 75
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Carter Burgess

QUALIFICATION COMMITTEE MEMBER: Oliver Delmar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Limited experience in low-cost planning, no discussion on coordination with DCA

- All work is related to transportation planning Score 75
(100-0)

METHODOLOGY (35%)

- Has economic - S+E Sub
use may want base

- Project approach (20)
- Rates based on disciplines (15) 9.6%

Appender indicate low-cost planning expenses but no evidence of such
Not specific to S.C. needs Score 70
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

- One person is from an urban planning - not in local office
local office
- S+E sub local Score 85
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Economics Research

QUALIFICATION COMMITTEE MEMBER: Alice Gilman

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Very specialized economic related firm.
little long range land use planning experience
little local experience

Score 60
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 9.75% of disciplines available

No project approach / survey

Score 0
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Not local - No Florida offices
Nothing on availability

Score 0
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Glating, Jackson, Kercher

QUALIFICATION COMMITTEE MEMBER: Alice Helmar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

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The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS (50%)

- Qualifications of firm & sub-consultants and their role and participation in this project (20)
- Educational background and training of key personnel that are related to required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Extensive comprehensive planning experience plus design and special projects in S.C.
Score 100
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 8.85%

Good approach presented - team approach
Score 95
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

Local
indicated ability to provide service
Score 45
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Reynolds, Smith & Hills

QUALIFICATION COMMITTEE MEMBER: Alicia Gilman

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

Not strong in land use planning - Limited experience
- Subs is MBE
All previous work is related to transportation planning
Score 65
(100-0)

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 10.2%

Approach indicates long range planning experience
but little evidence gained from approach team
land use planning
Score 70
(100-0)

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

local office but small staff - Sub is local
Indicate availability
Score 85
(100-0)

Total Score _____ (0-100)

Ranking _____

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

SUBMITTAL COMPANY NAME: Laura Turner Planning

QUALIFICATION COMMITTEE MEMBER: Alice Gelman

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
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- Related work experience (10)
- References and past performance related to providing quality services (10)
- Minority Business Enterprise status (5)

- Strong land use - comprehensive planning experience (also outline in her resume at end)
- strong public involvement experience
MBE
- small staff

**Score 95
(100-0)**

METHODOLOGY (35%)

- Project approach (20)
- Rates based on disciplines (15) 14.1% of disciplines available

Good point on project approach - workable + common sense

**Score 95
(100-0)**

ABILITY TO PERFORM (15%)

- Location of firm (5)
- Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10)

local
- Individual available

**Score 95
(100-0)**

Total Score _____ (0-100)

Ranking _____

**PLANNING CONSULTANT SERVICES AGREEMENT (RFP-4232-04/TLR)
COMPREHENSIVE PLANNING**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CALVIN, GIORDANO & ASSOCIATES**, duly authorized to conduct business in the State of Florida, whose address is 390 N. Orange Avenue, #2600, Orlando, Florida 32801, 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 assist Seminole County staff in the implementation of the COUNTY's Comprehensive Plan and the fulfillment of the Comprehensive Planning work program activities, to include public involvement; 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 planning consultant 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

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 one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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 speci-

fied 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 amount of compensation, including reimbursable expenses, paid to ^{all} ~~the~~ CONSULTANT, pursuant to this Agreement shall not exceed the sum of _____ DOLLARS (\$).

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:

Planning Department
1101 East First Street
Sanford, Florida 32771

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

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either 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 bonafide 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 bonafide 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 individ-

ual, 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, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to

the provision of services hereunder by the CONSULTANT.

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.

(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 is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

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

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) 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
Products/Completed Operations Aggregate	\$900,000.00
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

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

(4) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00
Annual Aggregate (if applicable)	\$Three (3) Times the Each Occurrence Limit

(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 (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

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

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall

exercise best efforts to resolve disputes through 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:

Planning Department
1101 East First Street
Sanford, Florida 32771

FOR CONSULTANT:

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:

Secretary
(CORPORATE SEAL)

By: _____
President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DICK VAN DER WEIDE, 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
7/24/01
ps-597

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

GENERAL PROFESSIONAL CONSULTING SERVICES FOR COMPREHENSIVE PLANNING
EXHIBIT "A"
GENERAL SCOPE OF SERVICE

The consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive planning work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work with and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria for each project. The consultant(s) will in all cases develop a scope of work based on the appropriate requirements guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant(s) under this contract solicitation may, include, but are not limited to:

General Planning and Urban Design

- Land Use/growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Area Design Studies
- Facilities/Services Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Work related to the Evaluation & Appraisal Report
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphics Art
- Preparation of Design Guidelines/Standards
- Review for Compliance to Design Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning

Public Involvement

- Prepare and Present Presentations for Various Group to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, Citizen Interest Groups
- Prepare Public Involvement Materials as Needed by County Staff
- Represent the County at Public Meetings

Anticipated disciplines for Comprehensive Planning Services:

- Land Use and Comprehensive Planner
- Capital Improvement/ Financial Analyst
- Economic Development Analyst
- Architecture, Landscape Architecture and Urban Designer (may be sub-contracted)
- Graphics Designer
- GIS Specialist
- Public Relations Specialist
- Ecologist
- Parks and Recreation Designer
- Engineer (Civil, Transportation) (may be sub-contracted)
- Socio/Economic Data Analyst

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:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

----- ***** ----- ***** ----- ***** ----- ***** -----

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.

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

CALVIN GIORDANO & ASSOCIATES

<i>Anticipated Discipline</i>	<i>Hourly Rate</i>
Land Use and Comprehensive Planning	\$90
Capital Improvement/Financial Analyst	\$85
Economic Development Analyst	\$85
Architecture, Landscape and Urban Design	\$90
Graphics Designer	\$85
GIS Specialist	\$90
Public Relations Specialist	\$65
Ecologist	\$80
Parks & Recreation Designer	\$90
Engineer (Civil, Transportation)	\$100, \$110
Socio/Economic Data Analyst	\$85

**PLANNING CONSULTANT SERVICES AGREEMENT (RFP-4232-04/TLR)
COMPREHENSIVE PLANNING**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CARTER BURGESS**, duly authorized to conduct business in the State of Florida, whose address is 1000 Legion Place, Suite 1400, Orlando, Florida 32801, 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 assist Seminole County staff in the implementation of the COUNTY's Comprehensive Plan and the fulfillment of the Comprehensive Planning work program activities, to include public involvement; 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 planning consultant 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

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning**CARTER BURGESS**

<i>Anticipated Discipline</i>	<i>Hourly Rate</i>
Land Use and Comprehensive Planning	\$90
Capital Improvement/Financial Analyst	\$200
Economic Development Analyst	\$200
Architecture, Landscape and Urban Design	\$105
Graphics Designer	\$80
GIS Specialist	\$80
Public Relations Specialist	\$75
Ecologist	\$85
Parks & Recreation Designer	\$105
Engineer (Civil, Transportation)	\$120
Socio/Economic Data Analyst	\$200

**PLANNING CONSULTANT SERVICES AGREEMENT (RFP-4232-04/TLR)
COMPREHENSIVE PLANNING**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **GLATTING, JACKSON, KERCHER, ANGLIN, LOPEZ, RINEHART, INC.**, duly authorized to conduct business in the State of Florida, whose address is 33 E. Pine Street, Orlando, Florida 32801, 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 assist Seminole County staff in the implementation of the COUNTY's Comprehensive Plan and the fulfillment of the Comprehensive Planning work program activities, to include public involvement; 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 planning consultant 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

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

GLATTING JACKSON KERCHER ANGLIN
LOPEZ RINEHART, INC.

<i>Anticipated Discipline</i>	<i>Hourly Rate</i>
Land Use and Comprehensive Planning	\$75 - 200
Capital Improvement/Financial Analyst	\$200-250
Economic Development Analyst	\$200-250
Architecture, Landscape and Urban Design	\$75-165
Graphics Designer	\$75-85
GIS Specialist	\$75-95
Public Relations Specialist	\$75-95
Ecologist	\$75-165
Parks & Recreation Designer	\$75-165
Engineer (Civil, Transportation)	\$75-200
Socio/Economic Data Analyst	\$75-165

**PLANNING CONSULTANT SERVICES AGREEMENT (RFP-4232-04/TLR)
COMPREHENSIVE PLANNING**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **LAND DESIGN INNOVATIONS**, duly authorized to conduct business in the State of Florida, whose address is 140 N. Orlando Avenue, Suite 295, Winter Park, Florida 32789, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

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 assist Seminole County staff in the implementation of the COUNTY's Comprehensive Plan and the fulfillment of the Comprehensive Planning work program activities, to include public involvement; 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 planning consultant 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

RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

LAND DESIGN INNOVATIONS

<i>Anticipated Discipline</i>	<i>Hourly Rate</i>
Land Use and Comprehensive Planning	\$75
Capital Improvement/Financial Analyst	\$85
Economic Development Analyst	\$85
Architecture, Landscape and Urban Design	\$85
Graphics Designer	\$55
GIS Specialist	\$70
Public Relations Specialist	\$75
Ecologist	\$80
Parks & Recreation Designer	\$85
Engineer (Civil, Transportation)	\$85
Socio/Economic Data Analyst	\$75

**PLANNING CONSULTANT SERVICES AGREEMENT (RFP-4232-04/TLR)
COMPREHENSIVE PLANNING**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **REYNOLDS, SMITH & HILLS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3670 Maguire Boulevard, Suite 300, Orlando, Florida 32803, 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 assist Seminole County staff in the implementation of the COUNTY's Comprehensive Plan and the fulfillment of the Comprehensive Planning work program activities, to include public involvement; 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 planning consultant 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

REYNOLDS, SMITH & HILLS, INC.

<i>Anticipated Discipline</i>	<i>Hourly Rate</i>
Land Use and Comprehensive Planning	\$96
Capital Improvement/Financial Analyst	\$177
Economic Development Analyst	\$186
Architecture, Landscape and Urban Design	\$135
Graphics Designer	\$66
GIS Specialist	\$68
Public Relations Specialist	\$112
Ecologist	\$90
Parks & Recreation Designer	\$106
Engineer (Civil, Transportation)	\$103
Socio/Economic Data Analyst	\$111

**PLANNING CONSULTANT SERVICES AGREEMENT (RFP-4232-04/TLR)
COMPREHENSIVE PLANNING**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **LAURA TURNER PLANNING SERVICES**, duly authorized to conduct business in the State of Florida, whose address is 1646 Berkshire Avenue, Winter Park, Florida 32789, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

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

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RFP-4232-04/TLR General Consulting Services for Comprehensive Planning

LAURA TURNER PLANNING SERVICES

<i>Anticipated Discipline</i>	<i>Hourly Rate</i>
Land Use and Comprehensive Planning	\$80
Capital Improvement/Financial Analyst	NA
Economic Development Analyst	NA
Architecture, Landscape and Urban Design	NA
Graphics Designer	NA
GIS Specialist	NA
Public Relations Specialist	\$80
Ecologist	NA
Parks & Recreation Designer	NA
Engineer (Civil, Transportation)	NA
Socio/Economic Data Analyst	NA