

19. **Approve ranking list for PS-5150-03/AJP – Master Agreement for General Environmental Services and award Master Agreements to ECT, Inc. of New Smyrna Beach; EMS Scientists, Engineers, Planners, Inc. of Altamonte Springs; S&ME, Inc. of Winter Springs; and Water & Air Research, Inc. of Gainesville (Not-to-Exceed \$749,000.00/per year for all consultants combined).**

PS-5150-03/AJP will provide various professional services that include Water Quality Monitoring and Analysis, Permitting, Permit Compliance, Mitigation Services, Gopher Tortoise Permitting, Environmental Monitoring, Contamination, Resource Management, and other miscellaneous general environmental services.

This project was publicly advertised and the County received twenty one submittals (listed in alphabetical order):

- ANAMAR Environmental Chemistry, Inc., Gainesville;
- BEM Systems, Inc., Orlando;
- Berryman & Henigar, Inc., Orlando;
- Boyle Engineering Corporation, Orlando;
- Breedlove, Dennie & Associates, Inc., Winter Park;
- Dyer, Riddle, Mills & Precourt, Inc., Orlando;
- E Sciences, Inc., Orlando;
- ECT, Inc., New Smyrna Beach;
- EMS Scientists, Engineers, Planners, Inc., Altamonte Springs;
- Environmental Services, Inc., Merritt Island;
- Evans Environmental & Geological Science & Management, LLC, Altamonte Springs;
- Glatting Jackson Kercher Anglin Lopez Rinehart, Orlando;
- Hartman & Associates, Inc., Orlando;
- HSW Engineering, Inc., Orlando;
- Lotspeich and Associates, Inc., Winter Park;
- LPG Environmental & Permitting Services, Inc., Mount Dora;
- MACTEC Engineering and Consulting, Inc., Orlando;
- PBS&J, Orlando;
- Rare Earth Sciences, Inc., Titusville;
- S&ME, Inc., Winter Springs;
- Water & Air Research, Inc., Gainesville.

The Evaluation Committee, which consisted of Jim Duby, Principal Coordinator, Planning; Mark Flomerfelt, Road & Stormwater Manager, Public Works; Sandi Hanlon-Breuer, Specialist, Public Works; Ruth Hazard, Principal Coordinator, Environmental Services; Jerry Matthews, Principal Coordinator, Public Works; Kim Ornberg, Principal Engineer, Public Works; and Jim Russell, Principal Engineer, Public Safety evaluated the submittals and short-listed seven firms.

The Evaluation Committee interviewed the following seven short-listed firms:

- ECT, Inc., New Smyrna Beach;
- EMS Scientists, Engineers, Planners, Inc., Altamonte Springs;
- E Sciences, Inc., Orlando;
- MACTEC Engineering and Consulting, Inc., Orlando;
- PBS&J, Orlando;
- S&ME, Inc., Winter Springs;
- Water & Air Research, Inc., Gainesville.

Consideration was given to the following criteria:

- Proposed Approach to performing the work;
- Similar Project Experience;
- Past Performance/Past Record;
- Experience of Firm/Individual.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate with the top four firms in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. EMS Scientists, Engineers, Planners, Inc., Altamonte Springs;
2. ECT, Inc., New Smyrna Beach;
3. Water & Air Research, Inc., Gainesville;
4. S&ME, Inc., Winter Springs;
5. E Sciences, Inc., Orlando;
6. PBS&J, Orlando;
7. MACTEC Engineering and Consulting, Inc., Orlando.

Public Works/ Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate, and authorize the Chairman to execute a Master Agreement as prepared by the County Attorney's Office.

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

PS NUMBER: PS-5150-03/AJP  
 PS TITLE : Master Agreement for General Environmental Services  
 DATE: September 24, 2003. TIME: 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. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
ANAMAR Environmental Chemistry, Inc. 6821 SW Archer Road Gainesville, FL 32608-4720  352-377-5770 – Phone 352-378-1500 – FAX Nadia Lombardero	BEM Systems, Inc. 930 Woodcock Road, Suite 101 Orlando, FL 32803  407-894-9900 – Phone 407-894-1089 – FAX Paul Goldsmith, P.E.	Berryman & Henigar, Inc. 1221 W. Colonial Drive, #300 Orlando, FL 32804-7156  407-426-8994 – Phone 407-426-8977 – FAX Mark Flint, PE	Boyle Engineering Corp. 320 E. South Street Orlando, FL 32801  407-425-1100 – Phone 407-422-3866 – FAX A. Thomas Brown, PE	Breedlove, Dennie & Associates, Inc. 330 West Canton Avenue Winter Park, FL 32789  407-677-1882 – Phone 407-657-7008 – FAX W. Jeffrey Pardue
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
Dyer, Riddle, Mills & Precourt, Inc. 1505 East Colonial Drive Orlando, Florida 32803  (407) 896-0594 – Phone (407) 896-4836 – Fax Lucius J. Cushman, Jr., P.E.	E Sciences, Inc. 228 South Hughey Ave. Orlando, FL 32801  407-481-9006 – Phone 407-481-9627 – FAX James S. Bassett, P.E.	ECT, Inc. 340 North Causeway New Smyrna Beach, FL 32169  386-427-0694 – Phone 386-427-0889 – FAX Frank E. Marshall, III, Ph.D., P.E.	EMS Scientists, Engineers, Planners, Inc. 393 Center Pointe Circle Altamonte Springs, FL 32701  407-260-0883 – Phone 407-331-4176 – FAX Paul Sebert, AICP	Environmental Services, Inc. 224 Parnell Street Merritt Island, FL 32953  321-449-0408 – Phone 321-449-0469 – FAX Linda A. Olson, MS
RESPONSE -11-	RESPONSE -12-	RESPONSE -13-	RESPONSE -14-	RESPONSE -15-
Evans Environmental & Geological Science & Management, LLC 445 Douglas Ave. 2205-E Altamonte Springs, FL 32714  407-786-1688 – Phone 407-786-1711 – FAX Timothy R. Gipe	Glatting Jackson Kercher Anglin Lopez Rinehart 33 East Pine Street Orlando, FL 32801  407-843-6552 – Phone 407-839-1789 – FAX Jay H. Exum, Ph.D.	Hartman & Associates, Inc. 201 East Pine Street, Suite 1000 Orlando, FL 32801-2723  407-839-3955 – Phone 407-839-3790 – FAX Sean M. Parks, AICP, QEP	HSW Engineering, Inc. 605 E. Robinson Street Orlando, FL 32801  407-872-6893 – Phone 407-872-7440 – FAX Kenneth W. Watson, Ph.D.	Lotspeich and Associates, Inc. 2711 West Fairbanks Ave. Winter Park, FL 32789-3314  407-740-8482 – Phone 407-645-1305 – FAX Renee L. Thomas
RESPONSE -16-	RESPONSE -17-	RESPONSE -18-	RESPONSE -19-	RESPONSE -20-
LPG Environmental & Permitting Services, Inc. 2001 Old U.S. Hwy. 441, Suite 1 Mount Dora, FL 32757  352-383-1444 – Phone 352-383-3877 – FAX Stephen R. Adams	MACTEC Engineering and Consulting, Inc. 4150 N. John Young Parkway Orlando, FL 32804-2620  407-522-7576 – Phone 407-522-7576 – FAX Scott G. Evanson, P.G.	PBS&J 482 South Keller Road Orlando, Florida 32810-6101  (407) 647-7275 – Phone (407) 647-0624 – FAX Harry V. Neal, Jr., PWS	Rare Earth Sciences, Inc. 425 Cheney Highway Titusville, FL 32780  321-269-9891 – Phone 321-269-9872 – FAX Jeffrey A. Ratliff	S&ME, Inc. 209 N. Moss Road, Suite 103 Winter Springs, FL  407-327-9537 – Phone 407-327-5115 – FAX Nelson N. Wilson

**RESPONSE -21-**

Water & Air Research, Inc.  
6821 SW Archer Road  
Gainesville, FL 32608

352-372-1500 – Phone  
352-378-1500 – FAX  
William C. Zegel

Tabulated by: Amy J. Pigott, Sr. Contracts Analyst – Posted 9/26/2003 (3:30 P.M.)

Preliminary Meeting: 10/03/2003 at 1:30pm Purchasing Posted: 09/29/2003 (1:00 P.M.)

Evaluation Committee Meeting: 10/20/03 (11:00 am)

Short Listed Firms: ECT, Inc., EMS Scientists, Engineers, Planners, Inc., E Sciences, Inc., MACTEC Engineering and Consulting, Inc., PBS&J, S&ME, Inc., Water & Air Research, Inc.

Presentations Date: December 16, 2003 starting at 8:30am, Environmental Services Large Conference Room

Posted: 10/20/2003 (4:00 P.M.)

Recommendation: ECT, Inc., EMS Scientists, Engineers, Planners, Inc., S&ME, Inc., Water & Air Research, Inc. BCC Date: 01/27/2004  
(Posted: 12/17/2003 9:00 AM)

## EVALUATION FOR PS-5150-03, General Environmental Services

QUALIFICATION TEAM  
CONSENSUS REPORT AND RECOMMENDATION

## RANKINGS

FIRMS

EMS Scientists, Engineers, Planners, Inc.  
ECT, Inc.  
Water & Air Research, Inc.  
S&ME, Inc.  
E Sciences, Inc.  
PBS&J  
MACTEC Engineering and Consulting, Inc.

RANKING

1  
2  
3  
4  
5  
6  
7

The Evaluation Committee makes the following recommendation:

The Evaluation Committee recommends the top ranked firms for award.

4

SIGNATURES:

Did not attend

Jim Duby

Mark Flomerfelt

Sandi Hanlon-Breuer

Ruth Lala

Ruth Lala

Jerry Matthews

Jerry Matthews

Kim Ormberg

Kim Ormberg

Jim Russell

Jim Russell

EVALUATION FOR PS-5150-03, General Environmental Services

	Jim Duby			Mark Flomerfelt		Sandi Hanlon-Breuer		Ruth Lala		Jerry Mathews		Kim Ornberg		Jim Russell			
E Sciences, Inc.																	
<u>CRITERIA</u>	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Approach to performing the work	20.00%			88	17.6	75	15	82	16.4	78	15.6	80	16	70	14	78.714286	6.15
Similar Project Experience	30.00%			85	25.5	75	22.5	90	27	80	24	80	24	75	22.5	80.714286	5.85
Past Performance / Past Record	25.00%			86	21.5	80	20	85	21.25	82	20.5	85	21.25	70	17.5	81.428571	5.99
Experience of Firm / Individual	<u>25.00%</u>			88	22	75	18.75	86	21.5	82	20.5	85	21.25	70	17.5	81.142857	7.04
	100.00%				86.6		76.25		86.15		80.6		82.5		71.5	WEIGHTED AVERAGE	80.6
ECT, Inc.																	
<u>CRITERIA</u>	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Approach to performing the work	20.00%			95	19	85	17	81	16.2	80	16	95	19	80	16	85.142857	7.21
Similar Project Experience	30.00%			92	27.6	85	25.5	82	24.6	81	24.3	95	28.5	80	24	85.142857	6.24
Past Performance / Past Record	25.00%			88	22	90	22.5	85	21.25	81	20.25	90	22.5	75	18.75	84.285714	5.91
Experience of Firm / Individual	<u>25.00%</u>			92	23	88	22	81	20.25	77	19.25	90	22.5	75	18.75	82.857143	7.14
	100.00%				91.6		87		82.3		79.8		92.5		77.5	WEIGHTED AVERAGE	85.1
EMS Scientists, Engineers, Planners, Inc.																	
<u>CRITERIA</u>	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Approach to performing the work	20.00%			91	18.2	90	18	86	17.2	82	16.4	95	19	75	15	85.857143	7.18
Similar Project Experience	30.00%			92	27.6	90	27	88	26.4	81	24.3	95	28.5	70	21	85.285714	9.14
Past Performance / Past Record	25.00%			94	23.5	95	23.75	86	21.5	79	19.75	95	23.75	75	18.75	86.142857	8.78
Experience of Firm / Individual	<u>25.00%</u>			90	22.5	95	23.75	89	22.25	80	20	95	23.75	75	18.75	86.285714	8.16
	100.00%				91.8		92.5		87.35		80.45		95		73.5	WEIGHTED AVERAGE	86.8

## EVALUATION FOR PS-5150-03, General Environmental Services

## MACTEC Engineering and Consulting, Inc.

CRITERIA

	Jim Duby		Mark Flomerfelt		Sandi Hanlon-Breuer		Ruth Lala		Jerry Mathews		Kim Ornberg		Jim Russell		<u>AVERAGE</u>	<u>ST DEV</u>
<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>		
Approach to performing the work	20.00%		86	17.2	80	16	78	15.6	79	15.8	70	14	75	15	78.142857	5.33
Similar Project Experience	30.00%		84	25.2	80	24	87	26.1	80	24	70	21	70	21	78.714286	7.09
Past Performance / Past Record	25.00%		87	21.75	80	20	82	20.5	79	19.75	70	17.5	75	18.75	78.857143	5.85
Experience of Firm / Individual	<u>25.00%</u>		86	21.5	80	20	83	20.75	80	20	70	17.5	75	18.75	79.142857	5.73
	100.00%			85.65		80		82.95		79.55		70		73.5	WEIGHTED AVERAGE	78.6

## PBS&amp;J

CRITERIA

	Jim Duby		Mark Flomerfelt		Sandi Hanlon-Breuer		Ruth Lala		Jerry Mathews		Kim Ornberg		Jim Russell		<u>AVERAGE</u>	<u>ST DEV</u>
<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>		
Approach to performing the work	20.00%		88	17.6	80	16	87	17.4	78	15.6	70	14	80	16	80.142857	6.57
Similar Project Experience	30.00%		90	27	80	24	84	25.2	78	23.4	70	21	75	22.5	79.285714	6.98
Past Performance / Past Record	25.00%		89	22.25	80	20	83	20.75	79	19.75	70	17.5	75	18.75	79.285714	6.53
Experience of Firm / Individual	<u>25.00%</u>		92	23	80	20	84	21	79	19.75	70	17.5	75	18.75	79.857143	7.56
	100.00%			89.85		80		84.35		78.5		70		76	WEIGHTED AVERAGE	79.8

## S&amp;ME, Inc.

CRITERIA

	Jim Duby		Mark Flomerfelt		Sandi Hanlon-Breuer		Ruth Lala		Jerry Mathews		Kim Ornberg		Jim Russell		<u>AVERAGE</u>	<u>ST DEV</u>
<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>		
Approach to performing the work	20.00%		82	16.4	85	17	80	16	82	16.4	75	15	80	16	80.857143	3.33
Similar Project Experience	30.00%		83	24.9	85	25.5	84	25.2	81	24.3	75	22.5	75	22.5	80.571429	4.46
Past Performance / Past Record	25.00%		84	21	90	22.5	82	20.5	80	20	75	18.75	85	21.25	82.285714	5.05
Experience of Firm / Individual	<u>25.00%</u>		87	21.75	85	21.25	82	20.5	81	20.25	75	18.75	80	20	81.571429	4.18
	100.00%			84.05		86.25		82.2		80.95		75		79.75	WEIGHTED AVERAGE	81.4

12/30/2003

## EVALUATION FOR PS-5150-03, General Environmental Services

Water &amp; Air Research, Inc.

CRITERIA

Approach to performing the work

Similar Project Experience

Past Performance / Past Record

Experience of Firm / Individual

	Jim Duby			Mark Flomerfelt		Sandi Hanlon-Breuer		Ruth Lala		Jerry Mathews		Kim Ornberg		Jim Russell			
	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Approach to performing the work	20.00%			82	16.4	90	18	75	15	78	15.6	90	18	70	14	80.428571	8.11
Similar Project Experience	30.00%			88	26.4	90	27	78	23.4	81	24.3	90	27	75	22.5	83.285714	6.53
Past Performance / Past Record	25.00%			92	23	90	22.5	82	20.5	79	19.75	90	22.5	70	17.5	83.142857	8.50
Experience of Firm / Individual	25.00%			84	21	90	22.5	78	19.5	79	19.75	90	22.5	70	17.5	81.428571	7.76
	100.00%				86.8		90		78.4		79.4		90		71.5	WEIGHTED AVERAGE	82.7



# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: E Sciences, Inc.

## QUALIFICATIONS FACTORS

### ***Proposed Approach to performing the work***

Points (0-100) 75 (20%)  
30

### ***Similar Project Experience***

75 (30%)

*Orange Co.*

### ***Past Performance/Past Record***

80 (25%)

### ***Experience of Firm/Individual***

75 (25%)

*some auto sampling / streamer sampling*

*7 environ. scientists*

*GED - Petal. Inspect.*

*Wetland outif.*

76.25

Comments and Notes: \_\_\_\_\_

Rater's name: Sandi Hanlon - Brewer

Signature: Sandi Hanlon - Brewer

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: ECT, Inc.

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

***Proposed Approach to performing the work***

85 (20%)

***Similar Project Experience***

85 (30%)

*Native Causality exp. - auto sampling experience  
Shumcut*

***Past Performance/Past Record***

90 (25%)

***Experience of Firm/Individual***

88 (25%)

*Diffol box analysis (8d.)*

872

Comments and Notes: \_\_\_\_\_

Rater's name: Sandi Hamilton - Brewer

Signature: Sandi Hamilton - Brewer

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

**F 19**

Name of the Firm: EMS Scientists - Shaw Env.

## QUALIFICATIONS FACTORS

Points (0-100) 90 (20%)

**Proposed Approach to performing the work**

**Similar Project Experience**

90 (30%)

**Past Performance/Past Record**

95 (25%)

**Experience of Firm/Individual**

95 (25%)

92.5

Comments and Notes: \_\_\_\_\_

Rater's name: Sandi Hamilton-Brewer

Signature: Sandi Hamilton-Brewer

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: MACTEC

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>80</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>80</u>	(30%)
<i>Elyria Air Force Base</i>		
<b><i>Past Performance/Past Record</i></b>	<u>80</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>80</u>	(25%)
	<u>80 %</u>	

Comments and Notes: \_\_\_\_\_

Rater's name: Sandi Hanlon - Brewer

Signature: Sandi Hanlon - Brewer

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

## 19

Interview for (work): General Environmental Services

4 Geo Sciences

Points (0-100)	Weights
80	(20%)

80 (20%)

86 (30%)

80 (25%)

80 (25%)

802

Rater's name: Sandi Fannon - Brewer

Signature: \_\_\_\_\_

**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            |

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: S&ME

## QUALIFICATIONS FACTORS

Points (0-100) 85 Weights (20%)

### ***Proposed Approach to performing the work***

### ***Similar Project Experience***

85 (30%)

### ***Past Performance/Past Record***

90 (25%)

### ***Experience of Firm/Individual***

85 (25%)

85/25

Comments and Notes:

Rater's name: Sandi Hanton - Brewer

Signature: Sandi Hanton-Brewer

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

F 19

Name of the Firm: Water & Air Research

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>90</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>90</u>	(30%)
<b><i>Past Performance/Past Record</i></b>	<u>90</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>90</u>	(25%)
	<u>90%</u>	

Comments and Notes: \_\_\_\_\_

Rater's name: Sandi Hanton-Brewer Signature: Sandi Hanton-Brewer

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

10

Name of the Firm: E Sciences, Inc.

## QUALIFICATIONS FACTORS

Points  
(0-100)

Weights

***Proposed Approach to performing the work***

70 (20%)

***Similar Project Experience***

75 (30%)

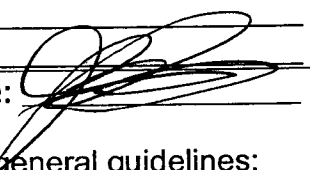
***Past Performance/Past Record***

70 (25%)

***Experience of Firm/Individual***

70 (25%)

Comments and Notes: \_\_\_\_\_

Rater's name: James Russell Signature: 

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



## INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: ECT, Inc.

### QUALIFICATIONS FACTORS

Points  
(0-100)

Weights

***Proposed Approach to performing the work***

80 (20%)

***Similar Project Experience***

90 (30%)

***Past Performance/Past Record***

75 (25%)

***Experience of Firm/Individual***

75 (25%)

Comments and Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rater's name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: EMS Scientists

## QUALIFICATIONS FACTORS

Points  
(0-100)

Weights

<b><i>Proposed Approach to performing the work</i></b>	<u>75</u> (20%)
<b><i>Similar Project Experience</i></b>	<u>70</u> (30%)
<b><i>Past Performance/Past Record</i></b>	<u>75</u> (25%)
<b><i>Experience of Firm/Individual</i></b>	<u>75</u> (25%)

Comments and Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rater's name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

**19**

Name of the Firm: MACTEC

### QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>75</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>70</u>	(30%)
<b><i>Past Performance/Past Record</i></b>	<u>75</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>75</u>	(25%)
Comments and Notes: _____		
_____		
_____		

Rater's name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: PBS&J

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>80</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>75</u>	(30%)
<b><i>Past Performance/Past Record</i></b>	<u>75</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>75</u>	(25%)
Comments and Notes: _____		
_____		
_____		

Rater's name: James Russell Signature: [Signature]

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: S&ME

## QUALIFICATIONS FACTORS

Points  
(0-100)      Weights

***Proposed Approach to performing the work***

80 (20%)

***Similar Project Experience***

75 (30%)

***Past Performance/Past Record***

85 (25%)

***Experience of Firm/Individual***

80 (25%)

Comments and Notes: \_\_\_\_\_

Rater's name: James Russell

Signature: 

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: Water & Air Research

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>70</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>75</u>	(30%)
<b><i>Past Performance/Past Record</i></b>	<u>70</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>70</u>	(25%)

Comments and Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rater's name: James Russell Signature: 

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: E Sciences, Inc.

## QUALIFICATIONS FACTORS

Points  
(0-100) 80 (20%)

### **Proposed Approach to performing the work**

good, thorough approach

80 (30%)

### **Similar Project Experience**

federal permits - many similar

85 (25%)

### **Past Performance/Past Record**

very good past experience

85 (25%)

### **Experience of Firm/Individual**

Comments and Notes: \_\_\_\_\_

Rater's name: Kim Ornberg Signature: Kim Ornberg

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

TMDL

Sed + erosion - 9 inspectors; 6 trainers  
pollutant load estimates

mitigation (on-site)

Nat. Lands → mitigations

wetland monitoring

FDEP approved ~~cont.~~ petroleum  
resource mgmt

- autosamplers  
- continuous monitoring eqpt

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: ECT, Inc.

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b> very good balance of areas of services (cont., stormwater, natural resources)	95	(20%)
<b>Similar Project Experience</b> strong contamination background, but well balanced in other areas of scope	95	(30%)
<b>Past Performance/Past Record</b>	90	(25%)
<b>Experience of Firm/Individual</b> Doyle - contamination Frank - stormwater Doreen - env. scientist	90	(25%)
Comments and Notes:		

Rater's name: Kim Ornborg

Signature: Kim Ornborg

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

Frank - nutrient criteria - TAC status?  
2 hydrologic modeling → WQ modeling?  
40% strong contamination background

grant applications

STA monitoring in S. Fla

ISCO samplers (own the eqpt)

BMP efficiency monitoring - baffle boxes

Gainesville Spout Project - permitted thru who??  
→ similar to IFAS



# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: EMS Scientists / Shaw

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>95</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>95</u>	(30%)
<b><i>Past Performance/Past Record</i></b>	<u>95</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>95</u>	(25%)
Comments and Notes: _____		
_____		

Rater's name: Kim Orinberg Signature: Kim Orinberg

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

4 NPDES inspectors  
 multi section projects - CCAS 2 cont.; water resource  
 ER ability  
 construction ability  
 retrofit - ??  
 excellent monitoring!

## 19

Interview for (work): General Environmental Services

## QUALIFICATIONS FACTORS

Rater's name: Kim Ornborg

Signature: \_\_\_\_\_

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

- multi-sector projects
- ~~well~~ rounded
- retrofit - ? ~~not sim~~  
↳ some, but not similar

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: PBS&J

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>70</u>	(20%)
<b>Similar Project Experience</b>	<u>70</u>	(30%)
<u>good experience</u>		
<b>Past Performance/Past Record</b>	<u>70</u>	(25%)
<u>- not always consistent in performance</u>		
<u>- workload issues w/so many other current contracts</u>		
<b>Experience of Firm/Individual</b>	<u>70</u>	(25%)
<u>good</u>		
Comments and Notes: _____		
_____		

Rater's name: Kim Ornberg

Signature: [Signature]

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: S&ME

## QUALIFICATIONS FACTORS

Points  
(0-100) 75 (20%)

### **Proposed Approach to performing the work**

good approach

75 (30%)

### **Similar Project Experience**

most contamination background

75 (25%)

### **Past Performance/Past Record**

75 (25%)

### **Experience of Firm/Individual**

Comments and Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Rater's name: Kim Ornberg

Signature: [Signature]

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

located in Winter Springs

- Land mgmt Plans
- contamination - DEP approved contractor
- public outreach
- aquatic plant surveys
- BioRem - working on their audit

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: Water & Air Research

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>90</u>	(20%)
<u>excellent approach</u>		
<b>Similar Project Experience</b>	<u>90</u>	(30%)
<u>excellent experience</u>		
<b>Past Performance/Past Record</b>	<u>90</u>	(25%)
<u>- references were excellent</u>		
<b>Experience of Firm/Individual</b>	<u>90</u>	(25%)

Comments and Notes: \_\_\_\_\_

Rater's name: Kim Ornborg

Signature: [Signature]

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

WMD contract?

- good combo/balance of areas
- distance

- extremely well rounded - Certified in natural resources (SOP, NPDES, BioRec, etc)

- CUP monitoring

- pollutant load analysis

- BMP efficiency

Tom Burlee - Pollutant Load Model  
CEI Services

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: E Sciences, Inc.

## QUALIFICATIONS FACTORS

Points  
(0-100) 82 (20%)

### **Proposed Approach to performing the work**

teamwork, independent reviews,

90 (30%)

### **Similar Project Experience**

Orange Co., heavy permitting exp. I-4 bridge  
compliance app. and inspections  
minimizing data collection

85 (25%)

### **Past Performance/Past Record**

86 (25%)

### **Experience of Firm/Individual**

challenge agencies, all level of agency work, data collection  
in field

Comments and Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rater's name: Ruth Lala Signature: Ruth Lala

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

County mitigation opportunities for W.Lands.

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: ECT, Inc.

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>81</u>	(20%)
<i>in-house - nearby assign task managers / in-house review</i>		
<b>Similar Project Experience</b>	<u>82</u>	(30%)
<i>lots of remediation</i>		
<i>Port Orange drawdowns - Bio Consulting Services</i>		
<b>Past Performance/Past Record</b>	<u>85</u>	(25%)
<i>lots in Volusia County</i>		
<b>Experience of Firm/Individual</b>	<u>81</u>	(25%)
<i>wetlands, T&amp;E, permits 40% assessment + remediation heavy monitoring</i>		

Comments and Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Rater's name: Ruth LaLa Signature: Ruth LaLa

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: EMS Scientists

## QUALIFICATIONS FACTORS

Points  
(0-100)

Weights

### **Proposed Approach to performing the work**

86 (20%)

one contact / teamwork  
negotiating permits.

### **Similar Project Experience**

88 (30%)

overall env. work / Shaw Emergency / Rapid Response contamination  
Haz/waste contractor

### **Past Performance/Past Record**

86 (25%)

stormwater, erosion control - mitigation for County - Farmington  
all for Semco (T/BW) - 3 yrs. (Palm Coast Graham Swamp)

### **Experience of Firm/Individual**

89 (25%)

local company / depth in staff

Comments and Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rater's name: Ruth Lala Signature: Ruth Lala

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



# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: MACTEC

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>78</u>	(20%)
they understand outcome needed / come w/ solutions adherence to budget meet timelines - QA - REVIEW		
<b>Similar Project Experience</b>	<u>87</u>	(30%)
Wetlands, groundwater, hydrology		
<b>Past Performance/Past Record</b>	<u>82</u>	(25%)
Sem/Wk. Trail / I-4 Ped Bridge / Kewannee Trail / Lake Harney Remediations -		
<b>Experience of Firm/Individual</b>	<u>83</u>	(25%)
Lotspiech / local but w/ National Mitigation on-site (working w/ Sanford + Lake Mary Cup)		
Comments and Notes: _____		

Rater's name: Ruth Lala Signature: Ruth Lala

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: PBS&J

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>87</u>	(20%)
<i>all in house -</i>		
<b><i>Similar Project Experience</i></b>	<u>84</u>	(30%)
<i>monitoring exp. for SSWMP / remediation projects</i>		
<i>water quality - Or / Celebration / groundwater monitoring</i>		
<b><i>Past Performance/Past Record</i></b>	<u>83</u>	(25%)
<i>Reedy Creek / OCEA / Airport</i>		
<b><i>Experience of Firm/Individual</i></b>	<u>84</u>	(25%)
<i>reg. exp. / local</i>		
<i>gained extra credits for timeliness</i>		
<i>working on regional stormwater on I-4 corridor.</i>		
Comments and Notes:		

Rater's name: Ruth Lala Signature: Ruth Lala

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

**19**

Name of the Firm: S&ME

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>80</u>	(20%)
<i>coordination</i>		
<i>review rules / keep up on rules</i>		
<b><i>Similar Project Experience</i></b>	<u>84</u>	(30%)
<i>Env. Studies Center - some storm</i>		
<b><i>Past Performance/Past Record</i></b>	<u>82</u>	(25%)
<i>Lake Co. Water Authority / Audubon</i>		
<b><i>Experience of Firm/Individual</i></b>	<u>82</u>	(25%)
<i>local / Remediation contractor</i>		
<i>Sampling / bio-assessment</i>		
<i>Orlando Environmental Section new</i>		
Comments and Notes: _____		
_____		

Rater's name: Ruth Lala Signature: Ruth Lala

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: Water & Air Research

## QUALIFICATIONS FACTORS

Points  
(0-100)      Weights

<b>Proposed Approach to performing the work</b>	<u>75</u> (20%)
<u>not discussed well / proposed <sup>Joint</sup> regional sampling for CUPS.</u>	
<b>Similar Project Experience</b>	<u>78</u> (30%)
<u>marsh wetlands, Site 10</u>	
<u>Stormwater ponds + mitigation (Mill Creek)</u>	
<u>SSRWMD basin sampling</u>	
<b>Past Performance/Past Record</b>	<u>82</u> (25%)
<u>Polk Co. / Alachua</u>	
<u>well remediation</u>	
<b>Experience of Firm/Individual</b>	<u>78</u> (25%)
<u>CP&amp;H / lab in Gainesville / distance of firm / CP&amp;H</u>	
<u>teamed</u>	

Comments and Notes: \_\_\_\_\_

Rater's name: Ruth Lala      Signature: Ruth Lala

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

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

8:30 AM

Name of the Firm: E Sciences, Inc.

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

### Proposed Approach to performing the work

88 (20%)

→ New State Rules - Impact  
→ Experience Relevant Directly to FDEL on. of

### Similar Project Experience

85 (30%)

0? → Orange Co. ABRIAN Monitor-e Prog  
OC. High Mot CONTRACT  
Large Project Review for ECRPC  
Minimization of Monitoring

### Past Performance/Past Record

86 (25%)

Proven Problem Solvers

CONTAMINATION ASSESSMENTS

### Experience of Firm/Individual

88 (25%)

Pile Const Survey

9. FDOT EROSION INSPECTIONS 6 TRAINERS

PUBLIC INVOLVEMENT PROGRAMS

Comments and Notes:

7-? and of Pile, Reports for ECRPC - 59 Pile 532

Rater's name: [Signature] 12/16/03 Signature: [Signature]

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

Patty  
Jim Bassett  
Peter Patton

DAVID MACON - old DRC

[Signature] 12/16/03

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

9:25

19

Name of the Firm: ECT, Inc.

## QUALIFICATIONS FACTORS

Points (0-100) Weights

### Proposed Approach to performing the work

- PM STAY w/ PROJECTS
- Defined DETAILS
- GOOD UNDERSTANDING on How to Do the work

(95) (20%)

### Similar Project Experience

- WOLF Power Proj Broad Slope
- Baffle Box 319 Proj - Results
- GUYNE BROWNFIELD Proj
- RIVER BREEZE Proj

(92) (30%)

### Past Performance/Past Record

- ? - Duke Energy - water impacts? cul

(89) (25%)

- How Did you meet your firm w/ ECT

### Experience of Firm/Individual

(92) (25%)

- Have Qualified staff - needed service in various
- TO PEOPLE w/ Remediation work
- own WQ sample units

Comments and Notes:

Rater's name: [Signature]

12/15/03

Signature: [Signature]

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

- Frank Marshall

- Doyle Cuthrell

- MONTGOMERY - ?

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

10:10

Name of the Firm: EMS Scientists

## QUALIFICATIONS FACTORS

Points (0-100) Weights

**Proposed Approach to performing the work** (20%)

- Site Remediation Approach very good  
- Tampa Bay Water Work

91

- Work on LMB e sunBank - Limited  
- Work in Palm Coast Area / FDOT

**Similar Project Experience**

ST Louis set up for WQ sampled work  
Project approach examples are very good  
For specific needs

92

**Past Performance/Past Record**

Contamination Assessment - Actual Contractor  
7-11 site AS example - Dig it out  
Montgomery RD Bridge good example

94

**Experience of Firm/Individual** - all work included

W/Team Availability - service for local sites

Excellent  
Past experience w/ Motivation Bank

90

Comments and Notes:

Rater's name:

*[Signature]*

Signature:

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

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

11 AM **19**

Name of the Firm: MACTEC

## QUALIFICATIONS FACTORS

Points (0-100) **86** Weights (20%)

### Proposed Approach to performing the work

SOLUTION BASED APPROACH for Project  
- QLI - Principal Review Process  
- REGIONAL RETRO FITS - FOOT TOWERS PROJECT

### Similar Project Experience

San Wel Trail / REPS / San Wel BRIDGE -  
EBLW APB  
→ MITIGATION & ENHANCEMENT w/ NAT'L LANDS  
Lotusleaf - TORTOISE RELOCATES / BLOOD

### Past Performance/Past Record

mitigation of site? - LMB EXT  
REMEDICATION - AIRPORT JOB -  
San Co. School Board

### Experience of Firm/Individual

Kurt Gies - PM - 14 yrs NAVY

Comments and Notes:

Rater's name: M. M. 2

Signature: M. M. 2

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

Kurt Gies - Proj Mgr - Subs AP Andrews Sy

ANN-

Mike Harding - Permit Issues -  
Keweenaw TRAIL

① Lotusleaf

③ Brian Parker - ARCA



# INTERVIEW RATING FORM

2:30 PM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: PBS&J

## QUALIFICATIONS FACTORS

Points  
(0-100)

Weights

### Proposed Approach to performing the work

88

(20%)

Resource Most Section - BIG Projects

GOAA

2ND MOST Ability Firm to work with in country

### Similar Project Experience

90

(30%)

Field Sampling - City of Orlando

\$100 yds of HAZ/Remediation work

1/2 of work

Limited examples of Projects - General info

### Past Performance/Past Record

89

(25%)

GOCEA - Permitting - GEC oversight -

SANIT AIRPORT - Major ORLANDO PLAN

Airport PATH - Design

### Experience of Firm/Individual

92

(25%)

Former Regulators AEP w/ ACCESS

LAKE CO. W. AUTHORITY

LOCAL AND AVAILABLE

Comments and Notes:

Rater's name:

*[Signature]*

Signature:

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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Below 60 Unacceptable, Needs major help to be acceptable

Butch

Scott Wren

David Bass - cleanup

Tony Zosie -

SUBS ?

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

(1:20)

Name of the Firm: S&ME

## QUALIFICATIONS FACTORS

Points (0-100) Weights

### Proposed Approach to performing the work

(20%)

(82)

Limited exp in storm event sampling

OVERALL STD APPROACH

### Similar Project Experience

(30%)

(83)

Mitigation PLANS, Installation  
LANDMOX FOR LK Co. W. Authority  
MOBILE VAC EXTRACTION -

### Past Performance/Past Record

(25%)

(84)

CITY OVERSIGHT - DILL STAFF  
LOF BUILD OF Paddy Center

### Experience of Firm/Individual

(25%)

(87)

PUBLIC OUTREACH FACILITATOR  
MAIL S. - Retro fit

Comments and Notes:

Rater's name: R - 12/16/03

Signature: \_\_\_\_\_

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

Aquatic Biology - Sub

NO HANDOUT

1

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: Water & Air Research - Gainesville

## QUALIFICATIONS FACTORS

Points (0-100) Weights

### Proposed Approach to performing the work

Biota →

82

(20%)

### Similar Project Experience

88

(30%)

Circle B Bar - Polk Co. - Lake Hancock  
→ ST JOHNS SAMPLING PROJECT - Lower SJ ?

### Past Performance/Past Record

92

(25%)

SYD NAT'L LANDS PROB POLK CO.  
SITE 10 SANFORD

### Experience of Firm/Individual

84

(25%)

→ Widely Diverse staff  
→ WHO IS DOING THE WORK IN SANFORD  
→ WORKING W/ HANDEY #

Comments and Notes:

Rater's name: M. R. [Signature] Signature: \_\_\_\_\_

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

Success

- CPH

- PPB - LARS

→ NO HANDOUT

- Lynn Bliss

- Dave Geracht -

- Jerry Streiber - contact W. Resource

# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: E Sciences, Inc.

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

***Proposed Approach to performing the work***

78 (20%)

***Similar Project Experience***

80 (30%)

***Past Performance/Past Record***

82 (25%)

***Experience of Firm/Individual***

82 (25%)

Comments and Notes: Called Semins Co. (Sumter Co.)

Rater's name: Jerry Matthews

Signature: Jerry Matthews

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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# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: ECT, Inc.

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

***Proposed Approach to performing the work***

80 (20%)

***Similar Project Experience***

81 (30%)

***Past Performance/Past Record***

81 (25%)

***Experience of Firm/Individual***

77 (25%)

Comments and Notes: Office out of area

Rater's name: Jerry Matthews

Signature: Jerry Matthews

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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- Below 60 Unacceptable, Needs major help to be acceptable

# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

19

Name of the Firm: EMS Scientists

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

***Proposed Approach to performing the work***

82 (20%)

***Similar Project Experience***

81 (30%)

***Past Performance/Past Record***

79 (25%)

***Experience of Firm/Individual***

80 (25%)

Comments and Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rater's name: Jerry Matthews

Signature: Jerry Matthews

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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# INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

**19**

Name of the Firm: MACTEC

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>79</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>80</u>	(30%)
<b><i>Past Performance/Past Record</i></b>	<u>79</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>80</u>	(25%)
Comments and Notes: _____		
_____		
_____		

Rater's name: Jerry Matthews Signature: Jerry Matthews

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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## INTERVIEW RATING FORM

Date: December 16, 2003

Interview for (work): General Environmental Services

**19**

Name of the Firm: PBS&J

### QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b><i>Proposed Approach to performing the work</i></b>	<u>78</u>	(20%)
<b><i>Similar Project Experience</i></b>	<u>78</u>	(30%)
<b><i>Past Performance/Past Record</i></b>	<u>79</u>	(25%)
<b><i>Experience of Firm/Individual</i></b>	<u>79</u>	(25%)
Comments and Notes: _____		
_____		

Rater's name: Jerry Matthews

Signature: Jerry Matthews

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

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- Below 60 Unacceptable, Needs major help to be acceptable



# INTERVIEW RATING FORM

19

Date: December 16, 2003

Interview for (work): General Environmental Services

Name of the Firm: S&ME

## QUALIFICATIONS FACTORS

Points (0-100) 82 Weights (20%)

***Proposed Approach to performing the work***

***Similar Project Experience***

81 (30%)

***Past Performance/Past Record***

90 (25%)

***Experience of Firm/Individual***

81 (25%)

Comments and Notes: \_\_\_\_\_

Rater's name: Jerry Matthews

Signature: Jerry Matthews

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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## 19

Interview for (work): General Environmental Services

## QUALIFICATIONS FACTORS

Rater's name: Jerry Matthews Signature: Jerry Matthews

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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**CONSULTANT SERVICES AGREEMENT (PS-5150-03/AJP)**  
**GENERAL ENVIRONMENTAL SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **EMS SCIENTISTS, ENGINEERS, PLANNERS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 393 CenterPointe Circle, Altamonte Springs, Florida 32701, 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 general environmental consultant services 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 three (3) 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 compensation paid to all consultants under PS-5150-03/AJP, including reimbursable expenses, shall not exceed the sum of SEVEN HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$749,000.00) per year.

**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 Stormwater Division  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

18

(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 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, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**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 (Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). 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 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
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONSULTANT's insurance shall cover the CONSULTANT 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 CONSULTANT (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 CONSULTANT 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 CONSULTANT 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	\$500,000.00

(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.

(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

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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:**

Stormwater Division  
500 W. Lake Mary Blvd  
Sanford, FL 32773

**FOR CONSULTANT:**

EMS Scientists, Engineers, Planners, Inc.  
393 CenterPointe Circle  
Altamonte Springs, FL 32701

**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:

EMS SCIENTISTS, ENGINEERS,  
PLANNERS, INC.

\_\_\_\_\_  
GARY E. EXNER, Vice-President

(CORPORATE SEAL)

By: \_\_\_\_\_  
STEVE NIELSEN, Ph.D., President

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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  
12/23/03  
ps-5150-ems

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Work Order
- Exhibit "C"- Rate Schedule
- Exhibit "D"- Truth in Negotiations Certificate

## General Environmental Services Master Agreement Scope of Services

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The CONSULTANT shall demonstrate the ability to provide, at a minimum, the following services for this general environmental services agreement.

### Water Quality Monitoring and Analyses

The CONSULTANT shall have the ability to develop and implement a comprehensive water quality monitoring program specific tailored to the County's needs. The CONSULTANT shall coordinate and collect water quality samples, which may include collecting field parameters, as well as samples that require timely delivery to an analytical laboratory. Analytical laboratory services may need to be provided through the CONSULTANT (and given prior approval by the County) or may be coordinated through the County's contracted laboratory.

Tasks may include, but are not limited to: Collection of ambient grab samples, development and implementation of storm event monitoring program (which may include the set up, programming and collection of samples using the County's ISCO auto samplers or other similar systems), analyses of the results of the samples collected, development of pollutant loads and load reductions for the storm event sampling, biological monitoring and habitat assessments (BioRecons, LCI, SCI) using FDEP approved methodologies and personnel, and sediment sampling and analyses as related to stormwater impacts.

### Permitting

The CONSULTANT shall advise, prepare and obtain necessary permits, modifications and extensions from the St. Johns River Water Management District, Army Corps of Engineers, US Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection and other regulatory agencies, as necessary for Seminole County projects.

Tasks may include, but are not limited to: Preparing and submitting permit applications, updating permits previously granted, identifying wetlands and project impacts, collecting permit data, preparing threatened and endangered species reports, coordinating with regulatory agencies, advising the County, and providing recommendations and coordination on permit issues such as the discovery of historical archaeological artifacts.

A Professional Engineer registered in the State of Florida must sign and seal the permit data, as appropriate.

### Permit Compliance

In addition to the above, the CONSULTANT shall perform miscellaneous activities required to comply with permit conditions on Seminole County projects. Examples are found above, but other tasks may be required as the permitting agencies impose new conditions on County projects.



## Mitigation Services

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The CONSULTANT shall prepare mitigation plans and monitoring schedules, obtain necessary approvals and permits, and install, survey, maintain, and monitor the mitigation sites in accordance with environmental permit requirements for Seminole County projects. The CONSULTANT shall also monitor and recommend correction of deficiencies in mitigation areas which have been installed by others.

Tasks may include, but are not limited to: Identifying mitigation sites and mitigation banks as appropriate, advising the County as to the best approach to mitigation, consultation and negotiation with mitigation banks and regulatory agencies, preparation of mitigation plans including planting location and quantity, performing the site preparation, installing plantings, providing surveys, preparing monitoring plans and reports, developing and implementing remediation plans, and removing non-native vegetation as defined in the permits.

## Gopher Tortoise Permitting

The CONSULTANT shall prepare and obtain Gopher Tortoise relocation and incidental take permits for County projects using the most current rules of the Florida Fish and Wildlife Conservation Commission.

Tasks may include, but are not limited to: Evaluating project sites and impacts, advising the County as to the best approach to permitting, locating acceptable recipient sites, preparing Gopher Tortoise surveys, maps and aerial photography of donor and receptor sites according to the requirements of the permit, obtaining relocation and incidental take permits, relocating Gopher Tortoises and providing any monitoring and reporting required by the permit.

## Environmental Monitoring

The CONSULTANT shall coordinate and collect environmental samples and implement monitoring program schedules as necessary for Seminole County projects. The CONSULTANT shall also provide services for the installation of environmental monitoring equipment (YSI, piezometers), permanent photo stations and staff gauges at approved locations, and shall have them surveyed to NGVD (1929).

Tasks may include, but are not limited to: Conducting biological and habitat assessments, rainfall data collection, hydrologic and photo monitoring, provide wetland delineation and monitoring, air quality, groundwater, surface water, sediment and soil sampling and/or other long term monitoring. Perform wetland/lake assessments within the predicted surficial aquifer drawdown areas; submit mitigation, avoidance and/or monitoring plans for any unanticipated adverse impact to lakes, wetland and other water resource. Provide elevation profile surveys including descriptions of soils, vegetation (presence of nuisance/weedy/exotic species), and hydrology. Any information may be collected on a periodic schedule (hourly, daily, weekly) where environmental features are to be monitored.

## Contamination

The CONSULTANT shall conduct contamination assessments and investigations, groundwater, surface water, sediment and soil sampling, develop and implement cleanups and/or long term monitoring as required by Seminole County projects.

Tasks may include, but are not limited to: data review and analysis of physical, chemical and toxicological parameters; contamination delineation, including sample collection strategy; development and implementation of dry field screening or other monitoring program; modeling assessment; clean-up/remedial planning and implementation, contaminant assessment; Phase I and/or Phase II assessments, and background sampling.

#### Resource Management

The CONSULTANT shall prepare, draft, or revise resource management plans, implement coordination and execution of mitigation projects, mitigation and development of public outreach programs for the Natural Lands Program or any other Seminole County project/program as needed.

All of the above may include coordination with County staff, regulatory agencies, property owners and private businesses. Registered surveyors, Professional Engineers, or other specialists will be required to certify and sign documents, as required by permit conditions.

#### General Environmental

The CONSULTANT may be called upon to advise, review and make recommendations on general environmental issues for Seminole County projects.

**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

Term: This Work Order shall terminate upon completion of the project or \_\_\_\_\_  
 \_\_\_\_\_ from the date of execution, whichever comes first.

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)

\_\_\_\_\_  
 , 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: \_\_\_\_\_

DARYL G. MCLAIN, 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

## 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) 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.
- c) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- d) 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.
- e) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- f) 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.
- g) 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"  
Rate Schedule

## Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-\_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ (Date)\*\*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

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

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

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

(End of certificate)

**CONSULTANT SERVICES AGREEMENT (PS-5150-03/AJP)**  
**GENERAL ENVIRONMENTAL SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ECT, INC.**, duly authorized to conduct business in the State of Florida, whose address is 340 North Causeway, New Smyrna Beach, Florida 32169, 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 general environmental consultant services 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 three (3) 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 compensation paid to all consultants under PS-5150-03/AJP, including reimbursable expenses, shall not exceed the sum of SEVEN HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$749,000.00) per year.

**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 Stormwater 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, 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 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, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**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 (Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). 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 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
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONSULTANT's insurance shall cover the CONSULTANT 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 CONSULTANT (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 CONSULTANT 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 CONSULTANT 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	\$500,000.00

(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.

(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:**

Stormwater Division  
500 W. Lake Mary Blvd  
Sanford, FL 32773

**FOR CONSULTANT:**

ECT, Inc.  
340 North Causeway  
New Smyrna Beach, FL 32169

**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:

ECT, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
FRANK E. MARSHALL, Vice-President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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  
12/23/03  
ps-5150-ect

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Work Order
- Exhibit "C"- Rate Schedule
- Exhibit "D"- Truth in Negotiations Certificate

## **General Environmental Services Master Agreement Scope of Services**

The CONSULTANT shall demonstrate the ability to provide, at a minimum, the following services for this general environmental services agreement.

### Water Quality Monitoring and Analyses

The CONSULTANT shall have the ability to develop and implement a comprehensive water quality monitoring program specific tailored to the County's needs. The CONSULTANT shall coordinate and collect water quality samples, which may include collecting field parameters, as well as samples that require timely delivery to an analytical laboratory. Analytical laboratory services may need to be provided through the CONSULTANT (and given prior approval by the County) or may be coordinated through the County's contracted laboratory.

Tasks may include, but are not limited to: Collection of ambient grab samples, development and implementation of storm event monitoring program (which may include the set up, programming and collection of samples using the County's ISCO auto samplers or other similar systems), analyses of the results of the samples collected, development of pollutant loads and load reductions for the storm event sampling, biological monitoring and habitat assessments (BioRecons, LCI, SCI) using FDEP approved methodologies and personnel, and sediment sampling and analyses as related to stormwater impacts.

### Permitting

The CONSULTANT shall advise, prepare and obtain necessary permits, modifications and extensions from the St. Johns River Water Management District, Army Corps of Engineers, US Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection and other regulatory agencies, as necessary for Seminole County projects.

Tasks may include, but are not limited to: Preparing and submitting permit applications, updating permits previously granted, identifying wetlands and project impacts, collecting permit data, preparing threatened and endangered species reports, coordinating with regulatory agencies, advising the County, and providing recommendations and coordination on permit issues such as the discovery of historical archaeological artifacts.

A Professional Engineer registered in the State of Florida must sign and seal the permit data, as appropriate.

### Permit Compliance

In addition to the above, the CONSULTANT shall perform miscellaneous activities required to comply with permit conditions on Seminole County projects. Examples are found above, but other tasks may be required as the permitting agencies impose new conditions on County projects.

## Mitigation Services

The CONSULTANT shall prepare mitigation plans and monitoring schedules, obtain necessary approvals and permits, and install, survey, maintain, and monitor the mitigation sites in accordance with environmental permit requirements for Seminole County projects. The CONSULTANT shall also monitor and recommend correction of deficiencies in mitigation areas which have been installed by others.

Tasks may include, but are not limited to: Identifying mitigation sites and mitigation banks as appropriate, advising the County as to the best approach to mitigation, consultation and negotiation with mitigation banks and regulatory agencies, preparation of mitigation plans including planting location and quantity, performing the site preparation, installing plantings, providing surveys, preparing monitoring plans and reports, developing and implementing remediation plans, and removing non-native vegetation as defined in the permits.

## Gopher Tortoise Permitting

The CONSULTANT shall prepare and obtain Gopher Tortoise relocation and incidental take permits for County projects using the most current rules of the Florida Fish and Wildlife Conservation Commission.

Tasks may include, but are not limited to: Evaluating project sites and impacts, advising the County as to the best approach to permitting, locating acceptable recipient sites, preparing Gopher Tortoise surveys, maps and aerial photography of donor and receptor sites according to the requirements of the permit, obtaining relocation and incidental take permits, relocating Gopher Tortoises and providing any monitoring and reporting required by the permit.

## Environmental Monitoring

The CONSULTANT shall coordinate and collect environmental samples and implement monitoring program schedules as necessary for Seminole County projects. The CONSULTANT shall also provide services for the installation of environmental monitoring equipment (YSI, piezometers), permanent photo stations and staff gauges at approved locations, and shall have them surveyed to NGVD (1929).

Tasks may include, but are not limited to: Conducting biological and habitat assessments, rainfall data collection, hydrologic and photo monitoring, provide wetland delineation and monitoring, air quality, groundwater, surface water, sediment and soil sampling and/or other long term monitoring. Perform wetland/lake assessments within the predicted surficial aquifer drawdown areas; submit mitigation, avoidance and/or monitoring plans for any unanticipated adverse impact to lakes, wetland and other water resource. Provide elevation profile surveys including descriptions of soils, vegetation (presence of nuisance/weedy/exotic species), and hydrology. Any information may be collected on a periodic schedule (hourly, daily, weekly) where environmental features are to be monitored.

## Contamination

The CONSULTANT shall conduct contamination assessments and investigations, groundwater, surface water, sediment and soil sampling, develop and implement cleanups and/or long term monitoring as required by Seminole County projects.

Tasks may include, but are not limited to: data review and analysis of physical, chemical and toxicological parameters; contamination delineation, including sample collection strategy; development and implementation of dry field screening or other monitoring program; modeling assessment; clean-up/remedial planning and implementation, contaminant assessment; Phase I and/or Phase II assessments, and background sampling.

#### Resource Management

The CONSULTANT shall prepare, draft, or revise resource management plans, implement coordination and execution of mitigation projects, mitigation and development of public outreach programs for the Natural Lands Program or any other Seminole County project/program as needed.

All of the above may include coordination with County staff, regulatory agencies, property owners and private businesses. Registered surveyors, Professional Engineers, or other specialists will be required to certify and sign documents, as required by permit conditions.

#### General Environmental

The CONSULTANT may be called upon to advise, review and make recommendations on general environmental issues for Seminole County projects.

**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

Term: This Work Order shall terminate upon completion of the project or \_\_\_\_\_  
\_\_\_\_\_ from the date of execution, whichever comes first.

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)

\_\_\_\_\_, 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: \_\_\_\_\_

DARYL G. MCLAIN, 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

## 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) 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.
- c) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- d) 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.
- e) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- f) 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.
- g) 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"  
Rate Schedule

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-\_\_\_\_\_ - \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_ (Date)\*\*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

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

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

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

(End of certificate)

F 19

**CONSULTANT SERVICES AGREEMENT (PS-5150-03/AJP)**  
**GENERAL ENVIRONMENTAL SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WATER & AIR RESEARCH, INC.**, duly authorized to conduct business in the State of Florida, whose address is 6821 S.W. Archer Road, Gainesville, Florida 32608, 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 general environmental consultant services 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 three (3) 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 compensation paid to all consultants under PS-5150-03/AJP, including reimbursable expenses, shall not exceed the sum of SEVEN HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$749,000.00) per year.

**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 Stormwater 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, 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 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, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**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 (Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). 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 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
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONSULTANT's insurance shall cover the CONSULTANT 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 CONSULTANT (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 CONSULTANT 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 CONSULTANT 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	\$500,000.00

(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.

(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:**

Stormwater Division  
500 W. Lake Mary Blvd  
Sanford, FL 32773

**FOR CONSULTANT:**

Water & Air Research, Inc.  
6821 S.W. Archer Rd  
Gainesville, FL 32608

**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:

WATER & AIR RESEARCH, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM C. ZEGEL, President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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  
12/23/03  
ps-5150-water air research

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Work Order
- Exhibit "C"- Rate Schedule
- Exhibit "D"- Truth in Negotiations Certificate

## General Environmental Services Master Agreement Scope of Services

**19**

The CONSULTANT shall demonstrate the ability to provide, at a minimum, the following services for this general environmental services agreement.

### Water Quality Monitoring and Analyses

The CONSULTANT shall have the ability to develop and implement a comprehensive water quality monitoring program specific tailored to the County's needs. The CONSULTANT shall coordinate and collect water quality samples, which may include collecting field parameters, as well as samples that require timely delivery to an analytical laboratory. Analytical laboratory services may need to be provided through the CONSULTANT (and given prior approval by the County) or may be coordinated through the County's contracted laboratory.

Tasks may include, but are not limited to: Collection of ambient grab samples, development and implementation of storm event monitoring program (which may include the set up, programming and collection of samples using the County's ISCO auto samplers or other similar systems), analyses of the results of the samples collected, development of pollutant loads and load reductions for the storm event sampling, biological monitoring and habitat assessments (BioRecons, LCI, SCI) using FDEP approved methodologies and personnel, and sediment sampling and analyses as related to stormwater impacts.

### Permitting

The CONSULTANT shall advise, prepare and obtain necessary permits, modifications and extensions from the St. Johns River Water Management District, Army Corps of Engineers, US Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection and other regulatory agencies, as necessary for Seminole County projects.

Tasks may include, but are not limited to: Preparing and submitting permit applications, updating permits previously granted, identifying wetlands and project impacts, collecting permit data, preparing threatened and endangered species reports, coordinating with regulatory agencies, advising the County, and providing recommendations and coordination on permit issues such as the discovery of historical archaeological artifacts.

A Professional Engineer registered in the State of Florida must sign and seal the permit data, as appropriate.

### Permit Compliance

In addition to the above, the CONSULTANT shall perform miscellaneous activities required to comply with permit conditions on Seminole County projects. Examples are found above, but other tasks may be required as the permitting agencies impose new conditions on County projects.



### Mitigation Services

The CONSULTANT shall prepare mitigation plans and monitoring schedules, obtain necessary approvals and permits, and install, survey, maintain, and monitor the mitigation sites in accordance with environmental permit requirements for Seminole County projects. The CONSULTANT shall also monitor and recommend correction of deficiencies in mitigation areas which have been installed by others.

Tasks may include, but are not limited to: Identifying mitigation sites and mitigation banks as appropriate, advising the County as to the best approach to mitigation, consultation and negotiation with mitigation banks and regulatory agencies, preparation of mitigation plans including planting location and quantity, performing the site preparation, installing plantings, providing surveys, preparing monitoring plans and reports, developing and implementing remediation plans, and removing non-native vegetation as defined in the permits.

### Gopher Tortoise Permitting

The CONSULTANT shall prepare and obtain Gopher Tortoise relocation and incidental take permits for County projects using the most current rules of the Florida Fish and Wildlife Conservation Commission.

Tasks may include, but are not limited to: Evaluating project sites and impacts, advising the County as to the best approach to permitting, locating acceptable recipient sites, preparing Gopher Tortoise surveys, maps and aerial photography of donor and receptor sites according to the requirements of the permit, obtaining relocation and incidental take permits, relocating Gopher Tortoises and providing any monitoring and reporting required by the permit.

### Environmental Monitoring

The CONSULTANT shall coordinate and collect environmental samples and implement monitoring program schedules as necessary for Seminole County projects. The CONSULTANT shall also provide services for the installation of environmental monitoring equipment (YSI, piezometers), permanent photo stations and staff gauges at approved locations, and shall have them surveyed to NGVD (1929).

Tasks may include, but are not limited to: Conducting biological and habitat assessments, rainfall data collection, hydrologic and photo monitoring, provide wetland delineation and monitoring, air quality, groundwater, surface water, sediment and soil sampling and/or other long term monitoring. Perform wetland/lake assessments within the predicted surficial aquifer drawdown areas; submit mitigation, avoidance and/or monitoring plans for any unanticipated adverse impact to lakes, wetland and other water resource. Provide elevation profile surveys including descriptions of soils, vegetation (presence of nuisance/weedy/exotic species), and hydrology. Any information may be collected on a periodic schedule (hourly, daily, weekly) where environmental features are to be monitored.

### Contamination

The CONSULTANT shall conduct contamination assessments and investigations, groundwater, surface water, sediment and soil sampling, develop and implement cleanups and/or long term monitoring as required by Seminole County projects.

Tasks may include, but are not limited to: data review and analysis of physical, chemical and toxicological parameters; contamination delineation, including sample collection strategy; development and implementation of dry field screening or other monitoring program; modeling assessment; clean-up/remedial planning and implementation, contaminant assessment; Phase I and/or Phase II assessments, and background sampling.

#### Resource Management

The CONSULTANT shall prepare, draft, or revise resource management plans, implement coordination and execution of mitigation projects, mitigation and development of public outreach programs for the Natural Lands Program or any other Seminole County project/program as needed.

All of the above may include coordination with County staff, regulatory agencies, property owners and private businesses. Registered surveyors, Professional Engineers, or other specialists will be required to certify and sign documents, as required by permit conditions.

#### General Environmental

The CONSULTANT may be called upon to advise, review and make recommendations on general environmental issues for Seminole County projects.

Exhibit "B"

**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

Term: This Work Order shall terminate upon completion of the project or \_\_\_\_\_  
\_\_\_\_\_ from the date of execution, whichever comes first.

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:**

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

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

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

**ATTEST:**

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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

## 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) 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.
- c) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- d) 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.
- e) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- f) 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.
- g) 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"  
Rate Schedule

### Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS- \_\_\_\_\_ - \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_ (Date)\*\*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

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

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

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

(End of certificate)

**CONSULTANT SERVICES AGREEMENT (PS-5150-03/AJP)**  
**GENERAL ENVIRONMENTAL SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **S&ME, INC.**, duly authorized to conduct business in the State of Florida, whose address is 209 N. Moss Road, Suite 103, Winter Springs, Florida 32708, 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 general environmental consultant services 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 three (3) 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 compensation paid to all consultants under PS-5150-03/AJP, including reimbursable expenses, shall not exceed the sum of SEVEN HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$749,000.00) per year.

**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 Stormwater 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, 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 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, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**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 (Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). 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 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
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONSULTANT's insurance shall cover the CONSULTANT 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 CONSULTANT (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 CONSULTANT 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 CONSULTANT 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	\$500,000.00

(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.

(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:**

Stormwater Division  
500 W. Lake Mary Blvd  
Sanford, FL 32773

**FOR CONSULTANT:**

S&ME, Inc.  
209 N. Moss Road, Suite 103  
Winter Springs, FL 32708

**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:

S&ME, INC.

\_\_\_\_\_  
JACK AMAR, Vice-President

(CORPORATE SEAL)

By: \_\_\_\_\_  
JOHN BROWNING, President

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

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ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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  
12/23/03  
ps-5150-SME

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Work Order
- Exhibit "C"- Rate Schedule
- Exhibit "D"- Truth in Negotiations Certificate

## **General Environmental Services Master Agreement Scope of Services**

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The CONSULTANT shall demonstrate the ability to provide, at a minimum, the following services for this general environmental services agreement.

### Water Quality Monitoring and Analyses

The CONSULTANT shall have the ability to develop and implement a comprehensive water quality monitoring program specific tailored to the County's needs. The CONSULTANT shall coordinate and collect water quality samples, which may include collecting field parameters, as well as samples that require timely delivery to an analytical laboratory. Analytical laboratory services may need to be provided through the CONSULTANT (and given prior approval by the County) or may be coordinated through the County's contracted laboratory.

Tasks may include, but are not limited to: Collection of ambient grab samples, development and implementation of storm event monitoring program (which may include the set up, programming and collection of samples using the County's ISCO auto samplers or other similar systems), analyses of the results of the samples collected, development of pollutant loads and load reductions for the storm event sampling, biological monitoring and habitat assessments (BioRecons, LCI, SCI) using FDEP approved methodologies and personnel, and sediment sampling and analyses as related to stormwater impacts.

### Permitting

The CONSULTANT shall advise, prepare and obtain necessary permits, modifications and extensions from the St. Johns River Water Management District, Army Corps of Engineers, US Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection and other regulatory agencies, as necessary for Seminole County projects.

Tasks may include, but are not limited to: Preparing and submitting permit applications, updating permits previously granted, identifying wetlands and project impacts, collecting permit data, preparing threatened and endangered species reports, coordinating with regulatory agencies, advising the County, and providing recommendations and coordination on permit issues such as the discovery of historical archaeological artifacts.

A Professional Engineer registered in the State of Florida must sign and seal the permit data, as appropriate.

### Permit Compliance

In addition to the above, the CONSULTANT shall perform miscellaneous activities required to comply with permit conditions on Seminole County projects. Examples are found above, but other tasks may be required as the permitting agencies impose new conditions on County projects.

The CONSULTANT shall prepare mitigation plans and monitoring schedules, obtain necessary approvals and permits, and install, survey, maintain, and monitor the mitigation sites in accordance with environmental permit requirements for Seminole County projects. The CONSULTANT shall also monitor and recommend correction of deficiencies in mitigation areas which have been installed by others.

Tasks may include, but are not limited to: Identifying mitigation sites and mitigation banks as appropriate, advising the County as to the best approach to mitigation, consultation and negotiation with mitigation banks and regulatory agencies, preparation of mitigation plans including planting location and quantity, performing the site preparation, installing plantings, providing surveys, preparing monitoring plans and reports, developing and implementing remediation plans, and removing non-native vegetation as defined in the permits.

### Gopher Tortoise Permitting

The CONSULTANT shall prepare and obtain Gopher Tortoise relocation and incidental take permits for County projects using the most current rules of the Florida Fish and Wildlife Conservation Commission.

Tasks may include, but are not limited to: Evaluating project sites and impacts, advising the County as to the best approach to permitting, locating acceptable recipient sites, preparing Gopher Tortoise surveys, maps and aerial photography of donor and receptor sites according to the requirements of the permit, obtaining relocation and incidental take permits, relocating Gopher Tortoises and providing any monitoring and reporting required by the permit.

### Environmental Monitoring

The CONSULTANT shall coordinate and collect environmental samples and implement monitoring program schedules as necessary for Seminole County projects. The CONSULTANT shall also provide services for the installation of environmental monitoring equipment (YSI, piezometers), permanent photo stations and staff gauges at approved locations, and shall have them surveyed to NGVD (1929).

Tasks may include, but are not limited to: Conducting biological and habitat assessments, rainfall data collection, hydrologic and photo monitoring, provide wetland delineation and monitoring, air quality, groundwater, surface water, sediment and soil sampling and/or other long term monitoring. Perform wetland/lake assessments within the predicted surficial aquifer drawdown areas; submit mitigation, avoidance and/or monitoring plans for any unanticipated adverse impact to lakes, wetland and other water resource. Provide elevation profile surveys including descriptions of soils, vegetation (presence of nuisance/weedy/exotic species), and hydrology. Any information may be collected on a periodic schedule (hourly, daily, weekly) where environmental features are to be monitored.

### Contamination

The CONSULTANT shall conduct contamination assessments and investigations, groundwater, surface water, sediment and soil sampling, develop and implement cleanups and/or long term monitoring as required by Seminole County projects.

Tasks may include, but are not limited to: data review and analysis of physical, chemical and toxicological parameters; contamination delineation, including sample collection strategy; development and implementation of dry field screening or other monitoring program; modeling assessment; clean-up/remedial planning and implementation, contaminant assessment; Phase I and/or Phase II assessments, and background sampling.

### Resource Management

The CONSULTANT shall prepare, draft, or revise resource management plans, implement coordination and execution of mitigation projects, mitigation and development of public outreach programs for the Natural Lands Program or any other Seminole County project/program as needed.

All of the above may include coordination with County staff, regulatory agencies, property owners and private businesses. Registered surveyors, Professional Engineers, or other specialists will be required to certify and sign documents, as required by permit conditions.

### General Environmental

The CONSULTANT may be called upon to advise, review and make recommendations on general environmental issues for Seminole County projects.

**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

Term: This Work Order shall terminate upon completion of the project or \_\_\_\_\_  
\_\_\_\_\_ from the date of execution, whichever comes first.

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)

\_\_\_\_\_, 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: \_\_\_\_\_  
DARYL G. MCLAIN, 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

## **WORK ORDER TERMS AND CONDITIONS**

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- 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) 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.
- c) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- d) 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.
- e) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- f) 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.
- g) 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"  
Rate Schedule

## Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-\_\_\_\_\_ - \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_ (Date)\*\*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

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

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

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

(End of certificate)