

**20. Approve ranking list for PS-5151-03/AJP – Master Agreement for Cassel Creek Stormwater Management and Investigation Facility and award a Master Agreement to BCI Engineers and Scientists, Inc., Lakeland (Not-to-Exceed \$250,000.00).**

PS-5151-03/AJP will provide various professional services related to conceptual design of a Regional Stormwater Facility (RSF) that will provide water quality treatment and flood reduction for the Cassel Creek area.

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

- BCI Engineers & Scientists, Inc., Lakeland;
- Boyle Engineering Corporation, Orlando;
- CDM, Inc., Maitland;
- URS Corporation Southern, Orlando.

The Evaluation Committee, which consisted of Mark Flomerfelt, P.E., Roads and Stormwater Manager, Public Works; Regina Lovings, St. Johns River Water Management District; Kim Ornberg, P.E., Principal Engineer, Public Works; Tom Radzai, Senior Engineer, Public Works; Robert Water, P.E., Principal Engineer, Public Works; Dennis Westrick, P.E., PEI Division Manager, Environmental Services; and Tom Ziegler, P.E., St. Johns River Water Management District evaluated the submittals and short-listed three firms.

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

- BCI Engineers & Scientists, Inc., Lakeland;
- Boyle Engineering Corporation, Orlando;
- CDM, Inc., Maitland.

Consideration was given to the following criteria:

- Proposed Approach to performing the work;
- Innovative Ideas & Solutions;
- Similar Project Experience ;
- Public Involvement;
- Proposed Team Qualifications;
- Overall Quality of Presentation.

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

1. BCI Engineers & Scientists, Inc., Lakeland;
2. CDM, Inc., Maitland;
3. Boyle Engineering Corporation, Orlando.

Funding will be provided by SG471AA executed on September 29th 2003, with St. Johns River Water Management District. 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-5151-03/AJP  
PS TITLE : Master Agreement for Cassel Creek Stormwater  
Management and Investigation Facility  
DATE: November 5, 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-
BCI Engineers & Scientists P. O. Box 5467 Lakeland, Florida 33807-5467  Mr. Walter R. Rigner, P.E. (863) 667-2345 Phone (863) 667-2662 Fax	Boyle Engineering Corporation 320 East South Street Orlando FL 32801  Mr. A. Thomas Brown, P.E. 407-425-1100 – Phone 407-422-3866 – Fax	CDM, Inc. 2301 Maitland Center Pkwy, Suite 300 Maitland, Florida 32751  Mr. Charles J. Voss, P.E. (407) 660-2552 Phone (407) 875-1161 Fax	URS Corporation Southern 315 E. Robinson Street, Suite 245 Orlando, Florida 32801  Mr. Jimmy Allison, P.E. (407) 422-0353 Phone (407) 423-2695 Fax

Tabulated by: David Santiago, Contracts Analyst – Posted 11/06/2003 (9:00 A.M.)  
Evaluation Committee Meeting: 11/20/2003 9:00 AM at County Services Building (Purchasing Conference Room)  
Short Listed Firms: BCI Engineers & Scientists, Boyle Engineering Corporation, and CDM, Inc.  
Presentations Date: 12/18/2003 at 1:30PM located at the LCR Environmental Services (Posted: 11/20/2003)  
Recommendation: BCI Engineers & Scientists (BCC DATE: 01/13/2003) (Posted: 12/19/03)

## EVALUATION FOR PS-5151-03, Cassel Creek Stormwater Management &amp; Investigation Facility

QUALIFICATION TEAM  
 CONSENSUS REPORT AND RECOMMENDATION

## SUMMARY SCORES AND RANKINGS

<u>FIRMS</u>	<u>RANKING</u>
BCI	1
CDM	2
Boyle	3

The Evaluation Committee makes the following recommendation:

The Evaluation Committee recommends the top ranked firms for award.

## SIGNATURES:

Mark Flomerfelt

Regina Lovings

Kim Orberg

Tom Radzai

Robert Walter

Dennis Westrick

Tom Zigler

# EVALUATION FOR PS-5151-03, Cassel Creek Stormwater Management & Investigation Facility

	Mark Flomerfelt			Regina Lovings		Kim Ornberg		Tom Radzai		Robert Walter		Dennis Westrick		Tom Zigler			
BCI																	
CRITERIA	WEIGHT	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	AVERAGE	ST DEV
Project Approach	30.00%	92	27.6	95	28.5	98	29.4	85	25.5	90	27	90	27	90	27	91.25	4.16
Innovative Ideas & Solutions	20.00%	95	19	90	18	98	19.6	90	18	80	16	85	17	85	17	87.875	6.22
Similar Project Experience	20.00%	94	18.8	94	18.8	90	18	90	18	75	15	90	18	82	16.4	86.25	6.94
Public Involvement	15.00%	91	13.65	90	13.5	95	14.25	80	12	75	11.25	90	13.5	80	12	84.5	7.43
Proposed Team Qualifications	10.00%	92	9.2	89	8.9	98	9.8	90	9	85	8.5	85	8.5	75	7.5	87.375	7.16
Overall Quality of Presentation	5.00%	95	4.75	94	4.7	98	4.9	89	4.45	75	3.75	85	4.25	88	4.4	87.375	7.69
	100.00%		93		92.4		95.95		86.95		81.5		88.25		84.3	WEIGHTED AVERAGE	88.9
Boyle																	
CRITERIA	WEIGHT	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	AVERAGE	ST DEV
Project Approach	30.00%	85	25.5	96	28.8	80	24	90	27	85	25.5	85	25.5	83	24.9	86.125	5.22
Innovative Ideas & Solutions	20.00%	88	17.6	95	19	85	17	90	18	85	17	85	17	78	15.6	86.375	5.26
Similar Project Experience	20.00%	82	16.4	92	18.4	85	17	90	18	75	15	85	17	84	16.8	83.5	5.53
Public Involvement	15.00%	86	12.9	90	13.5	80	12	95	14.25	80	12	90	13.5	75	11.25	84.5	7.08
Proposed Team Qualifications	10.00%	82	8.2	95	9.5	85	8.5	90	9	80	8	85	8.5	72	7.2	83.625	7.34
Overall Quality of Presentation	5.00%	85	4.25	95	4.75	85	4.25	95	4.75	80	4	80	4	71	3.55	83.875	8.60
	100.00%		84.85		93.95		82.75		91		81.5		85.5		79.3	WEIGHTED AVERAGE	85.6
CDM																	
CRITERIA	WEIGHT	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	AVERAGE	ST DEV
Project Approach	30.00%	90	27	96	28.8	85	25.5	86	25.8	85	25.5	85	25.5	87	26.1	87.375	4.07
Innovative Ideas & Solutions	20.00%	93	18.6	95	19	75	15	90	18	85	17	90	18	84	16.8	87.125	6.75
Similar Project Experience	20.00%	94	18.8	92	18.4	90	18	90	18	80	16	90	18	86	17.2	87.75	4.60
Public Involvement	15.00%	90	13.5	90	13.5	85	12.75	85	12.75	85	12.75	95	14.25	78	11.7	86.625	5.40
Proposed Team Qualifications	10.00%	93	9.3	95	9.5	95	9.5	90	9	80	8	90	9	83	8.3	88.25	5.86
Overall Quality of Presentation	5.00%	96	4.8	95	4.75	90	4.5	95	4.75	85	4.25	95	4.75	85	4.25	90.75	4.89
	100.00%		92		93.95		85.25		88.3		83.5		89.5		84.35	WEIGHTED AVERAGE	88.1

# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: BCI

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>98</u>	(30%)
<u>Extremely thorough presentation; outstanding comprehension and understanding of project and basin;</u>		
<b>Innovative Ideas &amp; Solutions</b>	<u>98</u>	(20%)
<u>Lidar, FDOT offline pad, TAC; ballasted sed. system;</u>		
<u>- Specific ideas for individual areas in project;</u>		
<u>H&amp;H analysis; ranking matrix of alternatives; actual historic</u>		
<b>Similar Project Experience</b>	<u>90</u>	(20%)
<u>plus flow; reducing potable draw</u>		
<u>very thorough experience in all areas</u>		
<b>Public Involvement</b>	<u>95</u>	(15%)
<u>- excellent - out</u>		
<u>- several specific ideas using existing programs</u>		
<u>(WAV volunteers, HOA) + integrated w/ other</u>		
<u>projects; zoning issues</u>		
<b>Proposed Team Qualifications</b>	<u>98</u>	(10%)
<u>outstanding</u>		
<b>Overall Quality of Presentation</b>	<u>98</u>	(5%)
<u>Outstanding</u>		
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

Similar experience

LK Griffin - pollutant load analysis

Research experience

WWRP

\* Design + operational issues

water balance

hard pan in area

Existing model developed already

TP-Limited

DCIA vs NDCIA runoff coefficient

Load

- reviewed Rainfall distribution

- prelim loads estimated

- assessment of conveyance system

- not contributing to load

- specific ideas about

retrofits

throughout project

WWTP - surge attenuation

for and/or reuse or reintroduction

into creek

- proposed concepts

- geotechnical review/analysis

- educational opportunities

# INTERVIEW RATING FORM

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management  
Investigation Facility

20

Name of the Firm: Boyle

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b> <u>Several approaches for potential reconfiguration</u>	<u>80</u>	(30%)
<b>Innovative Ideas &amp; Solutions</b> <u>low flow dams for attenuation + treatment</u> <u>sludge pumped to lift station then iron bridge</u> <u>reuse silt; vendors willing to come to site</u>	<u>85</u>	(20%)
<b>Similar Project Experience</b> <u>LK Howard retrofit; Celery Fields; SFAI (Universal); WWTP</u> <u>Surface + GW</u>	<u>85</u>	(20%)
<b>Public Involvement</b> <u>Communication; sphere of public outreach</u> <u>past history; email, mailout; kiosks</u>	<u>80</u>	(15%)
<b>Proposed Team Qualifications</b> <u>Boyle - WWTP experience @ facility</u> <u>Jan - landscape - JCR consulting</u>	<u>85</u>	(10%)
<b>Overall Quality of Presentation</b>	<u>85</u>	(5%)
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.
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- Below 60 Unacceptable, Needs major help to be acceptable

*educational opportunities for residents*

*integration of ICPR model w/QUALZE*

- LK Howell
- low flow, high flow treatment
- Cassel creek - low nutrient level
- TMDL: already
- attenuation facility
- 20' drop

# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: CDM

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>85</u>	(30%)
<u>thorough approach; solid approach</u>		
<b>Innovative Ideas &amp; Solutions</b>	<u>75</u>	(20%)
<u>research potential; didn't emphasize O+M Potential</u>		
<b>Similar Project Experience</b>	<u>90</u>	(20%)
<u>very good experience;</u>		
<b>Public Involvement</b>	<u>85</u>	(15%)
<u>- history of public issues</u>		
<u>- educational aspect/opportunities</u>		
<u>- emphasize community involvement early</u>		
<u>workshops</u>		
<b>Proposed Team Qualifications</b>	<u>95</u>	(10%)
<u>very good for Team Quals</u>		
<u>- experienced w/semco</u>		
<b>Overall Quality of Presentation</b>	<u>90</u>	(5%)
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.
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Brian, Don Thompson  
HHI

instream monitoring  
egpt

Iron floc vs alum  
↳ reuse ↳ landfill  
- neighborhood history

- TMDL's for LK Howell
- Major components
- community involvement
- Stormwater Treatment Research
- O+M Costs
- H+H model issues (previous)
- research potentials
- wetlands treatment component  
↳ online chemical treatment??
- full treatment train
- use ballasted sed. system (same as BCI)



# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

1:35 PM

Name of the Firm: BCI

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

### Proposed Approach to performing the work

Good Project Approach - well thought out

92 (30%)

### Innovative Ideas & Solutions

? Regional Projects vs Nationwide Full?  
Evaluate DCA Condition - Estimated Loads

93 (20%)

### Similar Project Experience

Like Griffin - WQ Analysis / Loads - Conduits

94 (20%)

### Public Involvement

? How much of system can be salvaged?

91 (15%)

### Proposed Team Qualifications

? Street Sweeper Program capture large?

92 (10%)

### Overall Quality of Presentation

? Need for Casselby to use Reuse

95 (5%)

Comments and Notes:

? USE of Book # vs Action Results

Rater's name: MA 12/18/03 Signature: \_\_\_\_\_

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

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→ ReBuild

○ Base Flow

Tim  
 Bill  
 Ben Fries

# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

2:40

Name of the Firm: Boyle

## QUALIFICATIONS FACTORS

Kiosk on site from start of Project

Points (0-100) Weights

### Proposed Approach to performing the work

(85) (30%)

? Location of Celer Fields

### Innovative Ideas & Solutions

(88) (20%)

Process People to Treat Water

USE ENOUGH STAFFS SCHOOL TOOLS TO COMPLETE

### Similar Project Experience

(82) (20%)

30 Projects cont FL. LAKE HOWARD

Prior Exp @ Plant itself -

? CRIME PREVENTION THAN DESIGN

### Public Involvement

(86) (15%)

TRAIL CONNECTION

MULTI-USE FIELD IN OPEN AREA

LOCAL RESUSE - ? TIE TO CASSELBERRY SYSTEM

LOW FLOW ATTENUATION - IN WETLANDS ALSO

### Proposed Team Qualifications

(82) (10%)

USED STADLAR'S FROM REPORTS -

? JOAN WHAT IS YOUR PERCEPTION OF PUBLIC IN AREA

### Overall Quality of Presentation

(85) (5%)

Comments and Notes:

? OVERALL EXPERIENCE FOR SURFACE WATER RESUSE

Rater's name: Mike 12/18/03 Signature: \_\_\_\_\_

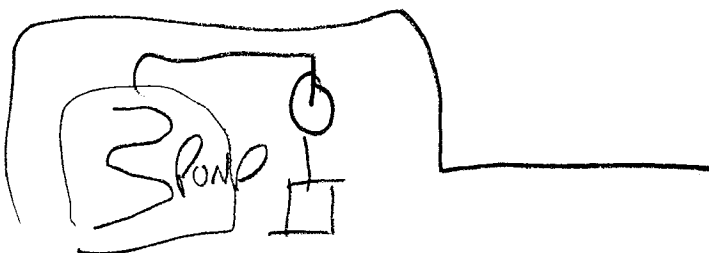
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

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JCR - JAN

DAW - PROS MON

Mike - SW



# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

3:30 PM

Name of the Firm: CDM

30 P  
15 Q

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

### Proposed Approach to performing the work

STORAGE IS CONVEYANCE - IS IT A PROBLEM?  
3 POND APPROACH TO

90 (30%)

### Innovative Ideas & Solutions

LOOKED @ GROSS SAMPLES  
WHAT TO TREAT BASE FLOW OR STORM

93 (20%)

### Similar Project Experience

→ COMPLEX APPROACH  
- BALLASTED SEDIMENTATION - 30 CFS FLOWS  
2 MGD →

94 (20%)

### Public Involvement

→ OPPORTUNITIES - PLANT LANDSCAPED BERM  
EDUCATION W/IN SITE - OVERLOOK AND  
GOOD IDEAS HAI →

90 (15%)

### Proposed Team Qualifications

→ ALL RESOURCES - PRIOR WORK W/ PRATMOZ

93 (10%)

### Overall Quality of Presentation

Comments and Notes:

96 (5%)

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

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

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LANDSCAPE  
Rick Mochly - HAI  
- Don Thompson  
Process x per

# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: BCI

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>90</u>	(30%)
<i>Upstream research is detailed. Treatment w/ Baffle Box Scalping Slime; Reuse Asses. Wants to use as much of the infrastructure as possible (why?) Would use infrastructure for <sup>2. Not out</sup> General/Predic</i>	<u>90</u>	(20%)
<b>Innovative Ideas &amp; Solutions</b> + (modularized approach possible) <i>Using WAV, slurtles to capture and provide alert for maintenance or problems. Development of TAC. Ranking factors will be useful in weighing various project elements</i>	<u>95</u>	(20%)
<b>Similar Project Experience</b> <i>Several Re-use facilities. Claims to bring have 65 people w/ Water Quality Treatment Innovative Technologies -- Not removing base flow -- above base flow for reuse (-)</i>	<u>98</u>	(15%)
<b>Public Involvement</b> <i>Homeowners Associations, Environmental groups to be involved along w/ STRUMD. Signage at various points such as Cassel Creek; Observation Post location?</i>	<u>98</u>	(10%)
<b>Proposed Team Qualifications</b> <i>18-30 years experience for both CPH &amp; BCI; Discussed Ballpark Sedimentation</i>	<u>95</u>	(5%)
<b>Overall Quality of Presentation</b>	<u>95</u>	(5%)
Comments and Notes: <i>Wants to use infrastructure as holding cells, Considering the Research Area to handle Monitoring up and down stream.</i>		

Rater's name: Regina Corings

Signature: Regina Corings

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

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- 80 – 89 Excellent, Very Good, Solid in all respects.
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# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: Boyle

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b> Alum, Coagulation may be used. Plans additional loading data offering - 10 acre up stream site purchase for attenuation/flooding control; Done 7th dam for treatment plant. Low Level Main Contractions. Remove Office. Remove Concept (V). Vegetation by the	95	(30%)
<b>Innovative Ideas &amp; Solutions</b> Research Pond for varying uses to test units Use clarifier, settling tanks for Research 2 Plans (2) Reuse Supplemental Plan / Use vendors at site / suggested site be used as Mitigation - I don't think it works that way. Remote Monitoring probe.	90	(20%)
<b>Similar Project Experience</b> 30 projects in Central Fl. / Lake Howard / Celery Field / Winked @ Plant when it was a wastewater P. Researched current basin data; Familiar w/ flow study. Modeling; Provided Home Profile	94	(20%)
<b>Public Involvement</b> Seems to have given public impact a project; Park Amenities also considers the public and public education focus. Thinks Public Involvement will be biggest obstacle in constructing this project. Local Elem. per meeting (good idea)	90	(15%)
<b>Proposed Team Qualifications</b> Team has past experience w/ site. Breadth of technology being used. Knew about the two plants	89	(10%)
<b>Overall Quality of Presentation</b>	94	(5%)
Comments and Notes: Team seems young & want more focus on experience. Long Term Maintenance - Pond, storage, equipment out Pond Requires most maintenance.		

Rater's name: Regina Covings

Signature: Regina Covings

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

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- 80 - 89 Excellent, Very Good, Solid in all respects.
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Mike F (day guy)  
Joan JCR (too much time)  
Wayne  
Dan Hamblette, Boyle  
S. Eastern Surveying

# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: CDM

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b> <i>Touched on all the major areas. Extensive Water Quantity Modeling then the Augerity Analysis; will use in-stream monitoring</i>	<u>96</u>	(30%)
<b>Innovative Ideas &amp; Solutions</b> <i>Treatment Needs will be based on intended use. Ballasted Sedimentation ~ 30 CFS - Cassel Creek Ranger's 60-90 cfs range</i>	<u>95</u>	(20%)
<b>Similar Project Experience</b> <i>West Palm Beach's current location of Ballasted Sedimentation.</i>	<u>92</u>	(20%)
<b>Public Involvement</b> <i>Awareness of Opportunities and Constraints -&gt; Shifting Problems to Opportunities. Integrate project in community - good idea. Recommends dirt berm (plant on berm)</i>	<u>90</u>	(15%)
<b>Proposed Team Qualifications</b> <i>Brian Mack has extensive experience based on previous experience; knew about the two plant</i>	<u>95</u>	(10%)
<b>Overall Quality of Presentation</b> <i>Mission Statement - Excellent</i>	<u>95</u>	(5%)
Comments and Notes: <i>Reassured that this project will be a primary focus / especially workload</i>		

Rater's name: Regina Lovings

Signature: Regina Lovings

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

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*Rich Magley, Landscape Architect, HHI*  
*✓ Charlie Voss, V.P., CDM*  
*✓ Brian Mack, Stormwater Mgmt.*  
*Don Thompson, Treatment Process*

# INTERVIEW RATING FORM

F 20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: CDM

## QUALIFICATIONS FACTORS

Points  
(0-100)      Weights

<b>Proposed Approach to performing the work</b> Major Issues - Flooding Water Quality Partnership * Stormwater Evils * Storage vs. Conveyance Three(3) Part Approach 1) Mass Bal 2) Cont. Simulation 3) Design Sim And (CPR 3) * O & M Costs * Water Quality Analysis Approach	85	(30%)
<b>Innovative Ideas &amp; Solutions</b> * Took WQ samples, noted high coliforms SMA Concept - pilot studies Treatment Needs Based on Ambient WQ ACTIFLOW * Create Large Buffer w/ berm & Intended Use * Recommend As use of Alum Sludge	90	(20%)
<b>Similar Project Experience</b> Lake Monroe Basin, Lake Jesup Basin, NPPES MSA	90	(20%)
<b>Public Involvement</b> Stakeholder Meetings, Amenities, Buffers SW Treatment Research Need Community Buy-In Turn Project Constraints to Opportunities * Good Educational Opportunities * Set up Workshops	95	(15%)
<b>Proposed Team Qualifications</b> - Mission Statement TMDL & Revise experts HHI - Landscape Architect examples Crane's Roost Park, Lake Eola Park	90	(10%)
<b>Overall Quality of Presentation</b>	95	(5%)
Comments and Notes: <u>Good Public Involvement part of presentation</u> <u>suggested opening site to tours to show existing vs proposed facility</u> <u>* Handout at end</u>		

Rater's name: J. Dennis Westrick

Signature: J. Dennis Westrick  
12/18/03

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

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: BCI

## QUALIFICATIONS FACTORS

Points  
(0-100)  
90 (30%)

### Proposed Approach to performing the work

- Issues w/ wetlands, WWTP site flexibility, sense of urgency, flooding concerns
- 1. Review all avail. info, 2) Assess WWTP facilities, 3) Specific purpose survey, & Geo Tech

- Consider overall H<sub>2</sub>O Balance - Ranking Tables w/ weighting factors, Also PDR

### Innovative Ideas & Solutions

- Reuse concepts TSS < 5 - use existing facilities

- Consider Overall H<sub>2</sub>O Balance, Hydraulic/Hydrologic Eval i.e. modelling

- H<sub>2</sub>O Qual. Eval's (TP limited) 50% particulate, 50% dissolved, Open up Spoil areas

- Presented 28 Yr. Rainfall Record, Area TSS Loads - Litter Control fencing

### Similar Project Experience

- Ranking Tables w/ weighting factors - Attenuate flood surges

BCI Lake Griffin Struct Master Plan (Lake Co.), Carver Hts, SR 580 BMP,

Atmospheric Deposition on SW quality

CPH - Casselberry WRF, Sanford Aquamation (Tri-Party), Eustis WTF, Little Lk Howell

### Public Involvement

- Watershed Action Committee

also invite HOA reps to be part of Advisory Committee

- Include Signage along trail for Watershed Location Map

- Storm Drain markers

Establish TAC - assess research goals, MP's

O&M Project Team for WWTP Site and Structural BMP design

### Proposed Team Qualifications

BCI teamed w/ CPH, Terry Zaudke w/ PM for CPH, Tim Kelly for

ENCO, Southeastern Surveying

Overall - WWTP BMP's for Stormwater, also project - Flocculants polymers

### Overall Quality of Presentation

Comments and Notes: Sludge disposal stream

Rater's name: J. Dennis Westrick

Signature: [Signature]  
12/18/03

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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60 - 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable



# INTERVIEW RATING FORM

**F 20**

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: Boyle

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b> Utilize existing studies	<u>85</u>	(30%)
- Analyzed existing Land Use, existing collection system		
* Presented Cassel Cr. Flood Profile		
* Low Flow / High Flow Treatment options, mentioned Lake Jesup Watershed issues, TMDLs		
* Recommended add'l sampling/data assessment, potential attenuation site for purchase		
<b>Innovative Ideas &amp; Solutions</b> WW expertise, Water Treatment experience	<u>85</u>	(20%)
Attenuation w/ low flow dams, presented treatment concept on existing site		
Sludge pumping via LS to IBWWTF, * Research Plan, 1st Flush Plan		
Reuse sites - Keewahnee Park, Cassel Cr Twinholes, Newport Colony & WWTP Site		
<b>Similar Project Experience</b> Lots of Central FL Experience	<u>85</u>	(20%)
Lake Howard - City of Winter Haven; Colony Fields (regional project) - Sarasota		
Universal Complex SFA 1		
Cape Canaveral SW <sup>canals</sup> biggest obstacle to supplement City of Oviedo - SW Study		
<b>Public Involvement</b> Proposed Vegetation Buffer, selective clearing	<u>90</u>	(15%)
* Mentioned Safety & Security, Project Identification		
Park Amenities - multi-use fields, picnic area, crossing bridge * Education Element		
Proposed Bikeway Extension - * Suggested 1-800 no., Kiosk at K-Park		
* Key is Communication - Sphere of Public Outreach, past history, Neighborhood Issues		
<b>Proposed Team Qualifications</b>	<u>85</u>	(10%)
Dan Hamblatte - PM for Boyle		
JCR - Public Participation, Landscaping, Planning		
Southeastern Surveying - surveyed site for City of Maitland		
<b>Overall Quality of Presentation</b> - Mentioned Funding options, TMDLs	<u>80</u>	(5%)
Comments and Notes: <u>Handout at end of presentation</u>		
<u>Strong emphasis on water quality modelling, good site concept</u>		

Rater's name: J. Dennis Westrick

Signature: [Signature]  
12/18/03

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

# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: BCI

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>90</u>	(30%)
<i>HAD a number of different ideas for different locations / scarp flows for runoff flooding concerns in perspective need treatment. Operational + Maintenance costs concerns. use existing facilities</i>		
<b>Innovative Ideas &amp; Solutions</b>	<u>80</u>	(20%)
<i>Kawarua Park wetland included - remove spoil CPT - understood zoning issues ✓ storage?</i>		
<b>Similar Project Experience</b>	<u>75</u>	(20%)
<i>UK 6/11/11 - stormwater master plan / BCI has a lot of stormwater exp. SR 500 - bump pollution and red. CPT has a lot of utility exp. question of the coordination</i>		
<b>Public Involvement</b>	<u>75</u>	(15%)
<i>STATE RAMP ADVISORY COMMITTEE - Signage within the basin.</i>		
<b>Proposed Team Qualifications</b>	<u>85</u>	(10%)
<i>BCI - stormwater CPT - utilities/recreation</i>		
<b>Overall Quality of Presentation</b>	<u>75</u>	(5%)
Comments and Notes: <i>Powerpoint presentation they - but don't know how BCI will do with the presentation to the public.</i>		

Rater's name: ROBERT WALTER

Signature: Robert Walter

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

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: Boyle

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>85</u>	(30%)
<i>looked at past studies - topo on site = gravity flows</i>		
<i>Sampling - TMDLs - Vegetative buffers - Park</i>		
<i>floodings @ 430 - Storage in canal - Dams in wetland</i>		
<b>Innovative Ideas &amp; Solutions</b>	<u>85</u>	(20%)
<i>low flow/high flows</i>		
<i>USE vendors / Academics</i>		
<i>showed a proposed layout/concept</i>		
<i>Thoughts on concepts / Research / testing</i>		
<b>Similar Project Experience</b>	<u>75</u>	(20%)
<i>LA Humid - Park -</i>		
<i>Universal -</i>		
<i>Celery fields /</i>		
<b>Public Involvement</b>	<u>80</u>	(15%)
<i>park - Bikeway Extension</i>		
<i>Share of influence - noise smell, insects lighting</i>		
<i>meeting @ school</i>		
<b>Proposed Team Qualifications</b>	<u>80</u>	(10%)
<i>Boyle - worked on WQTP</i>		
<i>Southwestern Surveyor -</i>		
<b>Overall Quality of Presentation</b>	<u>80</u>	(5%)
Comments and Notes: <i>goal on stormwater modeling TMDL, not so detailed on treatment.</i>		

Rater's name: Robert Walter

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

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: CDM

## QUALIFICATIONS FACTORS

Points  
(0-100)      Weights

<b>Proposed Approach to performing the work</b>	<u>85</u>	(30%)
<i>Flooding - water quantity - partnership model review -</i>		
<i>Q.A. - needs to be maintained:</i>		
<b>Innovative Ideas &amp; Solutions</b>	<u>85</u>	(20%)
<i>treatment could be replaced to high flows or baseflow. - Intended use</i>		
<i>Ballasted Sedimentation</i>		
<i>good ideas of concepts.</i>		
<b>Similar Project Experience</b>	<u>80</u>	(20%)
<i>Partnership w/ HHE Camera-Ditch Park -</i>		
<i>Danmore Beach</i>		
<i>West Palm Beach indirect Potable/sewerage.</i>		
<b>Public Involvement</b>	<u>85</u>	(15%)
<i>• Spoke holders - Bothers attention</i>		
<i>• History of conflicts</i>		
<i>• Existing park - Tie in w/ bike path. Educational</i>		
<i>• 6000 Neighbors.</i>		
<b>Proposed Team Qualifications</b>	<u>80</u>	(10%)
<i>HHE &amp; CDM - ✓</i>		
<b>Overall Quality of Presentation</b>	<u>85</u>	(5%)
Comments and Notes: <u>Good mission statement.</u>		

Rater's name: ROBERT WALTER

Signature: Robert Walter

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

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: BCI

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b> Approach well stated G & A discussed possible use of modular system with auto start & use existing tankage for storage.	90	(30%)
<b>Innovative Ideas &amp; Solutions</b> Reuse of treated surface water (stormwater) Improvements to wetland upstream Includes flood attenuation potential	85	(20%)
<b>Similar Project Experience</b> Substantial Reuse augmentation, bmp's, etc.	82	(20%)
<b>Public Involvement</b> Includes committee approach, also Technical advisory committee	80	(15%)
<b>Proposed Team Qualifications</b> Well qualified, deep reuse augmentation with CPH BMP, SW @ BCI	75	(10%)
<b>Overall Quality of Presentation</b>	88	(5%)
Comments and Notes: <u>Team approach, well paced</u>		

Rater's name: Tom Ziegler

Signature: Tom Ziegler

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
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# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: Boyle

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>83</u>	(30%)
<i>Main treatment Pond &amp; etc</i>		
<i>Additional research pond possibilities</i>		
<i>Overst pond flush from O/S of Bayhead?</i>		
<b>Innovative Ideas &amp; Solutions</b>	<u>78</u>	(20%)
<i>Assess nutrient loadings versus TMDL's</i>		
<i>Lowflow flows in upstream wetland a possibility</i>		
<b>Similar Project Experience</b>	<u>84</u>	(20%)
<i>over 30 SW systems in Central Florida</i>		
<i>the Celery Fields, Sarasota</i>		
<b>Public Involvement</b>	<u>75</u>	(15%)
<i>suggested public school nearby for public meetings</i>		
<i>Sound, mentioned the possibility of Tech Adv. Committee</i>		
<b>Proposed Team Qualifications</b>	<u>72</u>	(10%)
<b>Overall Quality of Presentation</b>	<u>71</u>	(5%)
Comments and Notes: _____		
_____		

Rater's name: Tom Ziegler Signature: Tom Ziegler

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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# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: CDM

## QUALIFICATIONS FACTORS

	Points (0-100)	Weights
<b>Proposed Approach to performing the work</b>	<u>87</u>	(30%)
<i>included mission statement</i>		
<i>Good outline of issues</i>		
<b>Innovative Ideas &amp; Solutions</b>	<u>84</u>	(20%)
<i>ICPR &amp; SWMM5 Q to Lake Howell and reuse</i>		
<i>Good range of potential treatment options</i>		
<i>also selected sedimentation are Iron salts</i>		
<b>Similar Project Experience</b>	<u>86</u>	(20%)
<i>W Palm Beach project with stringent WQ standards</i>		
<b>Public Involvement</b>	<u>78</u>	(15%)
<i>outlined process, has worked for projects for</i>		
<i>Seminole County</i>		
<i>Through Q &amp; A proposed approach was spelled out</i>		
<b>Proposed Team Qualifications</b>	<u>83</u>	(10%)
<i>Team appeared well qualified</i>		
<b>Overall Quality of Presentation</b>	<u>85</u>	(5%)
Comments and Notes: <i>Reviewed and well prepared</i>		

Rater's name: Tom Ziegler Signature: Tom Ziegler

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

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# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: BCI

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

<b>Proposed Approach to performing the work</b>	<u>85</u>	(30%)
- TEAM WITH CPH		
- O & M RE-USE		
- WORKLOAD NOT MENTIONED		
<b>Innovative Ideas &amp; Solutions</b>	<u>90</u>	(20%)
- "SIMPLE" WR MODEL (MULTIPLE STORM EVENTS)		
- O & M RECOMMENDATION		
- PROPOSED REUSE OF WWTP FOR AREA USE.		
<b>Similar Project Experience</b>	<u>90</u>	(20%)
- STRESSED "RE-CLAIM" WTP		
+ RE-ADDRESS BASIN STUDY		
<b>Public Involvement</b>	<u>80</u>	(15%)
- BRIEFLY MENTIONED, NO SPECIFICS		
- POSTINGS AT KEY POINTS FOR PUBLIC INFO (TRALS)		
- USE OF USE FOR FUTURE MONITORING.		
<b>Proposed Team Qualifications</b>	<u>90</u>	(10%)
STRONG WWTP EXPERIENCE & RECLAIM		
SE FOR SURVEY		
<b>Overall Quality of Presentation</b>	<u>89</u>	(5%)

Comments and Notes: VERY GOOD

Rater's name: TOM RADZAI

Signature: [Signature]

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

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# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: Boyle

## QUALIFICATIONS FACTORS

Points (0-100)      Weights

<b>Proposed Approach to performing the work</b>	90	(30%)
+ SPECIFIC PARK, LANDSCAPE / ADDRESS WATER RE-USE		
- BMP'S IN AREA & O&M		
- CHANNEL STORAGE, POSSIBLE OFF-SITE POND		
<b>Innovative Ideas &amp; Solutions</b>	90	(20%)
- USE OF WETLANDS (BAYHEAD) LOW-FLOW DAM		
- DETAILED USE OF SITE / SAFETY / TMDL		
- PROPOSED RESEARCH/TEST AREA / ADDRESS ENV. ISSUES		
<b>Similar Project Experience</b>	90	(20%)
EXCELLENT EXPERIENCE WITH WQ PROJECTS		
MAKING SPECIFICS ID		
<b>Public Involvement</b>	95	(15%)
+ ADDRESS SITE DESIGN & IMPACTS TO ADJACENT PROPERTY		
+ POSTING AREA FOR PUBLIC INFORMATION		
+ SPECIFIC MEETING & PUBLIC INVOLVEMENT		
<b>Proposed Team Qualifications</b>	90	(10%)
EXCELLENT QUALIFICATION / USE OF UCF ALCAD		
SE FOR SURVEY		
<b>Overall Quality of Presentation</b>	95	(5%)
Comments and Notes: <u>EXCELLENT EXHIBITS &amp; PRESENTATION</u>		

Rater's name: TOMI TRADZAI

Signature: [Signature]

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

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# INTERVIEW RATING FORM

20

Date: December 18, 2003

Interview for (work): Cassel Creek Stormwater Management & Investigation Facility

Name of the Firm: CDM

## QUALIFICATIONS FACTORS

Points (0-100) Weight:

<b>Proposed Approach to performing the work</b>	<u>86</u> (30%)
- ADDRESSED LANDSCAPING & PARK FEATURES	ADDRESSES
- PICKED-UP ON OLD MODEL FLAWS	DAVEY
- VERY DETAILED ON HYDR. MODELING	NOISE (PERMS)
<b>Innovative Ideas &amp; Solutions</b>	<u>90</u> (20%)
- ADDRESSED RESEARCH FACILITIES	
- EXTENSIVE PROPOSED METHODS OF WQ TREATMENT (EXPENSIVE?)	
- ONLY ONE TO ADDRESS STRUCTURAL	
<b>Similar Project Experience</b>	<u>90</u> (20%)
- VERY SIMILAR PROJECT IN WTB	
<b>Public Involvement</b>	<u>85</u> (15%)
- ADDRESSED CONCERN WITH PUBLIC RELATION.	
- WORKSHOPS	
<b>Proposed Team Qualifications</b>	<u>90</u> (10%)
ALL/MOST UNDER "ONE ROOF"	
EXCELLENT TEAM, OUTSTANDING RESOURCES	
USE OF UCE SW ACADEMY	
<b>Overall Quality of Presentation</b>	<u>95</u> (5%)
Comments and Notes: <u>VERY TECHNICAL, VERY SPECIFIC</u>	
<u>ON WQ &amp; HYDR.</u>	

Rater's name: TOM TRADZAI

Signature: [Signature]

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

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- 80 – 89 Excellent, Very Good, Solid in all respects.
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- Below 60 Unacceptable, Needs major help to be acceptable

workload?

**CONSULTANT SERVICES AGREEMENT (PS-5151-03/AJP)  
CASSEL CREEK STORMWATER MANAGEMENT AND INVESTIGATION FACILITY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BCI ENGINEERS & SCIENTISTS, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is Post Office Box 5467, Lakeland, Florida 33807-5467, 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 consultant services with regard to the Cassel Creek Stormwater Management and Investigation Facility 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 consultant services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing 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 until thirty (30) days after final completion of construction of the project. 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 the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

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

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

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

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

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

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

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

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

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

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

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

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

(A) The CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors 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) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

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

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

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

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

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

BCI Engineers & Scientists, Inc.  
P.O. Box 5467  
Lakeland, FL 33807-5467

**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: BCI ENGINEERS & SCIENTISTS, INC.

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

By: \_\_\_\_\_  
WALTER R. REIGNER, Vice-President

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

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
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-5151

**Attachments:**

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

## **Cassel Creek Stormwater Management and Investigation Facility Scope of Services**

### **BACKGROUND**

The St. Johns River Water Management District and Seminole County have partnered in the preliminary design phase of the *Cassel Creek Stormwater Management and Investigation Facility*. The SJRWMD has acquired a 10-acre site, previously known as the Maitland Wastewater Treatment Plant (WWTP), for the development of a major stormwater retrofit project and investigation facility. The site is located within the Cassel Creek sub-basin of the Howell Creek Basin, which discharges directly into Lake Howell and eventually reaches Lake Jesup and the St. Johns River (see Exhibit 1). The Cassel Creek sub-basin encompasses an area of approximately 850 acres and its is generally bounded by US 17/92 and SR 436 to the North, SR 436 to the East, and Oxford Road to the West (see Exhibit 2).

The Cassel Creek sub-basin contains a wide variety of land uses, most of which were developed prior to the development of stormwater management regulations. Additionally, the receiving water bodies for the Cassel Creek sub-basin, namely Howell Creek and Lake Jesup, have been listed in FDEP's TMDL verified and/or planning impaired water lists for not meeting water quality standards for their designated use.

The proposed project is intended to provide conceptual/preliminary designs addressing water quality treatment and flood attenuation for the sub-basin. Other elements of the project include the incorporation of educational and recreational facilities.

A major goal of this project is the establishment of a variety of water quality treatment technologies (including the possible use of salvageable components of the existing WWTP), monitoring water quality treatment efficiencies, and conducting research activities and investigations for the development of highly efficient stormwater treatment technologies. Ultimately, future research activities within this site are intended to lead to the development of innovative stormwater treatment technologies and/or best management practices that would require less surface area and would reduce land acquisition costs. Such stormwater treatment technologies will facilitate water quality retrofit of highly urbanized areas.

### **SCOPE OF SERVICES**

#### **TASK 1. Site Characterization**

Task one includes all the data collection, review, and assessment of the existing wastewater WWTP necessary for the evaluation of the sub-basin and preliminary design of the *Cassel Creek Stormwater Management and Investigation Facility*.

##### Subtask 1.1 Data Collection and Review

The Consultant shall coordinate and gather pertinent data related to the project from applicable agencies, including but not limited to, data from Seminole County, SJRWMD, FDOT, City of Maitland, and the City of Casselberry. All data collected shall be reviewed to determine the significance of the information at hand relative to defining the project constraints, parcel boundaries, hydrologic/hydraulic characteristics, wetlands, and surface water quality and quantity within the project area.

Information collected may include, but not be limited to:

#### A. Planning & Development/ Hydrology & Hydraulics

- City of Maitland WWTP Site Correspondence Files (Seminole County and City of Maitland)
- Existing and Future Land Use Maps (GIS Layer Available)
- Florida Land Use Cover and Classification Maps (FLUCCS) (GIS Layer Available)
- Utility Service Area Maps (Seminole County, City of Casselberry, the South Seminole North Orange County Wastewater Transmission Authority)
- Construction drawings and/or as-builts for developments within the sub-basin
- Construction drawings for the Maitland WWTP
- Construction Drawings for *Lake Howell Water and Reclamation District* (Simmerson and Associates, 1966)
- Construction Drawings for the SR 436 Widening (FDOT)
- Construction Drawings for the SR 436 and US 17/92 Improvements (FDOT)
- Seminole County Trail Master Plan and/or available preliminary plans
- Seminole County Basin Boundaries (GIS Layer Available)
- Drainage Basin (DRMP, 1977)
- Howell Creek Drainage Inventory and Engineering study (DRMP, 1994)
- FEMA FIRM Maps (GIS Layer Available)
- Historical Lake Howell stage data
- 210 plan iron bridge talking about decommissioning the plant

#### B. Water Quality/Environmental Data

- Seminole County Water Quality Assessment Report (CDM, 1996)
- Seminole County Pollutant Loading Analysis (PBS&J, 2002)
- National Wetlands Inventory (GIS Layer Available)
- Existing water quality data for Lake Howell and Howell Creek
- Environmental Audit or Phase I Report

#### C. Geotechnical Data

- NRCS Soil Survey of Seminole County
- Soil Map (GIS Layer Available)
- Potentiometric Data for the Floridan Aquifer

#### D. Survey and Right-of-Way Data

- Boundary Survey of Site
- Parcel Maps (GIS Layer Available)
- City Boundary Maps (GIS Layer Available)



- USGS Maps and 5' Contours (GIS Layer Available)
- Digital 1' Contours
- Aerial Maps (Several Years Available)
- Seminole County's plats, right-of-way maps, and easements of records

#### Subtask 1.2 Existing Infrastructure/Facility Assessment

Upon completion of Subtask 1.1 and thorough review of all of the WWTP relevant data, the Consultant shall conduct an inspection of the WWTP site and its infrastructure/facility shell. Said inspection shall determine salvageable components/elements within the site for the use of any potential or future stormwater treatment process. As part of this inspection, interviews with the appropriate City of Maitland staff, including plant operators, may be required.

#### Subtask 1.3 Easements/ROW, Topographic and Utility Survey

The Consultant shall review existing plat information and documents to determine existing easements and right-of-ways along Cassel Creek (upstream to downstream). The Consultant shall obtain limited topographical survey to 1) supplement data from construction plans/as-builts and/or contour maps and 2) to formulate preliminary design concepts and plans. Surveying services shall detail major conveyance structures (i.e. major pipes/culverts, weirs, flumes, etc.) as well as any major storage areas (i.e. transects through wetlands/lakes) that may be necessary for an accurate development of a hydrologic and hydraulic model of the sub-basin.

The Consultant shall contact utility companies to obtain utility locates. Horizontal locates of utilities shall be surveyed and depicted in the conceptual/preliminary alternative designs.

#### Subtask 1.4 Soil Survey and Geotechnical Data

The Consultant shall conduct a sub-surface soil investigation as necessary for the project design. The sub-surface soil investigation shall include, but it is not limited to, soil borings and laboratory testing and analysis as necessary for the preliminary alternative designs. Exfiltration and filtration facilities, if proposed, may require a more detailed geotechnical evaluation and should be included within the project proposal. Any geotechnical analysis and/or testing required for Subtask 1.2 Existing Infrastructure/Facility Assessment shall be included within this task.

#### Subtask 1.5 Sub-basin/Site Review

The Consultant shall conduct reconnaissance trips by key design team members to observe current site conditions and to inspect areas of special concern with respect to necessary H&H modeling and design requirements. Reconnaissance trips will be coordinated with the Seminole County Project Manager.

### **TASK 2. Hydrologic & Hydraulic Evaluation**

The Consultant shall identify and delineate the Cassel Creek sub-basin boundary and further divide the sub-basin into discrete hydrologic units as necessary for model refinement; and prepare appropriate nodal network schematics for each of the drainage systems in the sub-basin. Rates and volumes of stormwater runoff for each system for the appropriate storm events shall be determined using the SJRWMD rainfall volumes and distributions. Modeled storm events shall

include mean annual, 10-Year 24-Hour, 25-Year 24-Hour, 50-Year 24-Hour, and 100-Year 24-Hour storms. Models - The Consultant shall provide modeling scenarios for existing conditions, the *Existing Conditions Model* and for each of the five (5) preliminary alternative designs (see TASK 4), the *Design Model* (1-5).

For the purpose of assessing the performance of existing and proposed major structures along the tributary, the following Level of Service (LOS) criteria must be used:

Each structure and drainage system shall be categorized as to its function (i.e., roadway, retention/detention, etc.) and the appropriate design criteria shall be assigned for analysis purposes. As a minimum, the events considered for design shall be:

- i. 100-year, 24-hour storm event for flooding conditions, bridges with greater than 20 foot spans, and all evacuation routes, hospitals, shelters, schools, etc.
- ii. 50-year, 24-hour storm event for all cross drains or bridges less than 20 foot span located at high use or essential roadway facilities (ADT > 1500 or required for emergency access or evacuation).
- iii. 25-year, 24-hour storm event for the primary drainage system and retention/detention facility design.
- iv. 10-year, 24-hour storm event for road system design (closed pipe systems).

The Consultant shall observe and assess the ability of each major structure and channel reach in the *Existing Conditions Model* to meet the LOS as specified in the Seminole County Comprehensive Plan for each of the simulated storms. The LOS shall be defined as follows:

- (1) Service Level A: Flow is contained within the system such that no flooding of major roadways, minor roadways, yards or buildings occurs. The hydraulic grade line is generally at or below inlet throats and/or top of bank in channels.
- (2) Service Level B: Flow is contained within the right of way such that flooding is limited to the outer lane of major roadways and does not prevent travel; is of limited duration in minor streets; and is generally limited to the right-of-way of yards. No flooding of buildings occurs. The hydraulic grade line is at or slightly above the inlet throat and/or encroaches on top of curb and/or breaches top of bank in channels.
- (3) Service Level C: Flow is contained within the property such that flooding of major roadways precludes the use of outer lanes and travel in inner lanes is possible but difficult; flooding of minor streets precludes travel; and flooding of yards is up to the face of buildings but no flooding of the buildings occurs. The hydraulic grade line is significantly above the inlet, beyond road rights of way and beyond normal channel in the floodplain.
- (4) Service Level C/D: Flow conditions meet Level C criteria except that roadways at primary drainage system crossings are overtopped. Regardless of flood depth and duration, associated flow velocities generate an erosion hazard to be avoided.
- (5) Service Level D: Extensive flooding of yards and buildings for prolonged periods.

Additionally, areas of erosive velocity, sediment deposition, or other potential damage shall be identified.

Note that the *Howell Creek Drainage Inventory and Engineering Study* (DRMP, 1994) identified the SR 436 cross drain as a deficient culvert (i.e. not meeting the assigned LOS).

### TASK 3. Water Quality Evaluation

#### Subtask 3.1 Water Quality Data Review

The Consultant shall review available water quality data available for water bodies within the sub-basin of the purpose of 1) identifying water quality concerns and 2) having a baseline of water quality of the receiving water bodies. Water quality data for Lake Howell and Howell Creek is available in the Seminole County Watershed Atlas, [www.seminole.wateratlas.org](http://www.seminole.wateratlas.org). The Consultant shall also review FDEP's TMDL impaired waters verified and planning lists and the listed parameters causing impairment of the receiving water bodies.

### Subtask 3.2 Pollutant Load Analysis

The Consultant shall perform an average annual pollutant loading assessment of *existing* and *proposed conditions* for the Cassel Creek sub-basin using published pollutant loading rates (event mean concentrations) and BMP treatment efficiencies for Central Florida. The following twelve surface water indicator parameters tracked by the EPA shall be included in the pollutant load analysis;

- Biochemical oxygen demand (BOD)
- Chemical oxygen demand (COD)
- Total suspended solids (TSS)
- Total dissolved solids (TDS)
- Total phosphorus (TP)
- Dissolved phosphorus
- Total Kjeldahl
- Nitrate – nitrite nitrogen ( $\text{NO}_2$  and  $\text{NO}_3$ )
- Lead (Pb)
- Copper (Cu)
- Zinc (Zn)
- Cadmium (Cd)

Adjustments to average annual pollutant loading rates shall be made based on the presence of existing and proposed stormwater treatment systems. The existing condition assessment shall serve as the benchmark for estimating pollutant load reductions for proposed conceptual/preliminary alternative designs.

### **TASK 4. Conceptual/Preliminary Alternative Designs**

The Consultant shall develop at least five (5) conceptual/preliminary alternative designs for addressing water quality treatment/pollutant load reduction, flood attenuation, educational and recreational components, and any other concerns identified during the previous tasks (i.e. erosion, sedimentation, etc.). Construction plans for each of the conceptual/preliminary alternative designs shall be presented at 30% level.

#### Subtask 4.1 Water Quality Treatment/Pollutant Load Reduction

The Consultant is encouraged to evaluate existing water quality treatment technologies as well as innovative designs that may use technology from other industries (i.e. wastewater and industrial wastewater treatment technologies). The combination of water quality treatment technologies and/or treatment trains are also encouraged. Water quality benefits for the various designs shall be evaluated based upon comparisons of pollutant removal efficiencies and land area requirements.

Water quality treatment technologies that could be considered include, but are not limited to;

- Dry retention and/or wet detention with littoral zone
- Chemical precipitation, flocculants, etc.
- Biological treatment
- Utilizing the existing on-site tanks for storage and/or chemical treatment (if possible)
- Utilizing the existing on-site trickling filter with a different media (if possible)

- Irrigation quality water /reuse of stormwater (limited to larger individual sites, i.e. Kewannee Park or any apartment complex within the area)
- Filtration treatment technologies
- Exfiltration

#### Subtask 4.2 Flood Attenuation

The Consultant shall document flood attenuation capabilities for each of the conceptual/preliminary alternative designs (see TASK 2). As one of many potential flood attenuation alternatives, the Consultant is encouraged to consider the possibility of increasing flood attenuation storage (and, if possible, in-line water quality treatment) within the Cassel Creek reach between the WWTP (downstream side) and Cassel Creek Blvd.

#### Subtask 4.3 Educational and Recreational Opportunities

The Consultant shall incorporate educational and recreational opportunities within the conceptual/preliminary alternative designs. Each design shall consider

- Areas open to public
- Irregular/natural shapes on any proposed pond
- Educational signs outlining sub-basin size, land uses, pollutants of concerns, sub-basin/basin relationship (i.e. Cassel Creek sub-basin to Lake Howell to Howell Creek to Lake Jesup Basin to St. Johns River), description of treatment technologies/systems provided on-site, pollutant reductions estimated/achieved, etc.)
- Full compatibility and access to the proposed Kewannee Trail
- Compatibility with the existing Kewannee Park
- Painting existing tanks with murals to blend in with park concept
- Providing buffers to adjacent homes

#### Subtask 4.4 Operation and Maintenance

The Consultant shall outline operation and maintenance considerations and for each of the conceptual/preliminary alternative designs. Specific consideration shall be given to resources, frequency, and costs associated with the operation and maintenance of the proposed facilities.

#### Subtask 4.5 30% Plans Development and Design Alternatives Analysis

The Consultant shall develop 30% construction plans for each of the conceptual/preliminary alternative designs. Construction plans and specifications shall conform with FDOT format.

The Consultant shall analyze the various conceptual/preliminary alternative designs with respect to their ability to address water quality treatment/pollutant load reduction, flood attenuation, educational and recreational components, and any other concerns identified during the previous tasks (i.e. erosion, sedimentation, etc.). Each plan shall be evaluated based on the following elements:

- Pollutant removal capability
- Flood attenuation capability
- Future research potential
- Ecological impacts
- Social acceptability

- Construction costs
- Operation and maintenance costs

The Consultant shall present a recommended alternative.

#### Subtask 4.5 Monitoring Plan and Research Activities

The Consultant shall develop a preliminary water quality monitoring plan to assess the actual pollutant load removal effectiveness of each of the water quality treatment processes.

The Consultant shall provide sufficient flexibility in the design as to allow the diversion of stormwater flows through the various water quality treatment technologies proposed. Said diversion of stormwater flows will allow specific investigation and research activities on the actual performance of the individual water quality treatment technologies/components.

#### TASK 5. Public Presentations and Informational Meetings

The Consultant shall provide Public Presentations for the purpose of providing public involvement in the development of proposed improvements for the Cassel Creek Sub-basin. Presentations shall afford local input of concerns and issues during two discrete stages of the project.

The first presentation shall occur after completion of the *Existing Conditions Model*, the *Water Quality Data Review*, and the *existing conditions Pollutant Load Analysis* required under TASK 2 and Subtasks 3.1 and 3.2. The second presentation shall occur prior to completion of the Conceptual/Preliminary Alternative Designs required under TASK 4.

The Consultant shall provide written minutes of presentations. The Consultant shall assist the County on determining the relevance of public comments and concerns. Comments from the public that are deemed relevant shall be incorporated into the DER required under TASK 7.

#### TASK 6. Progress, Coordination, and Permitting Meetings

Monthly meetings will be held with Seminole County and SJRWMD staff to discuss the project's progress. Coordination meetings with other agencies and project partners may also be required. Some of these agencies and project partners may include FDOT, FDEP, and UCF.

The Consultant shall also schedule and conduct up to two (2) meetings with the SJRWMD to present the *Conceptual/Preliminary Alternative Designs* and establish the process to be used to permit the recommended design under current regulatory criteria.

Minutes of these meetings will be supplied by the Consultant to the County for review.

#### TASK 7. Preliminary Design Report

The purpose of this Task is to summarize the findings outlined in previous Tasks within scope of work. The Consultant shall develop, compile, organize, and tabulate computations; document *Conceptual/Preliminary Alternative Designs*; and identify alternatives/directions, which form the basis for the recommended *Conceptual/Preliminary Alternative Design*.

The Consultant shall prepare a Design Engineering Report (DER) that addresses the issues that affect performance of each conceptual design. Technical computations will be summarized for inclusion and referenced in the DER. Manual and computer computations will be organized and indexed in a technical appendix to the DER. The Consultant shall submit eight (8) draft DERs and eight (8) technical appendix to the County for review and comment.

Upon completion of the County's review, the Consultant shall address the County's comments and prepare final deliverables for Phase I. Final deliverables for Phase I shall include eight (8) copies of the final DER, eight (8) copies of the technical appendix, eight (8) sets of preliminary (30%) construction plans. Also, three (3) electronic copies of the ICPR models and drawings (AutoCad format) shall be provided.

**Follow on Tasks:** The following tasks will be implemented on an "as needed" basis, negotiated at a later date, and initiated by separate work order(s) if and when directed by Seminole County.

#### TASK 8. Implementation

Prepare documents and permits required for the implementation of the approved Conceptual/Preliminary Alternative design(s). This task may include, but is not limited to, final design and construction drawings, right of way maps, bid documents, cost estimates, construction permits, and public information materials.

#### TASK 9. Post Design Services

Post design services which may include, but is not limited to Contractor selection assistance, CEI services, "As built" surveys and certification, and material testing. Prepare operation and maintenance procedures/manuals, personnel licensing requirements, etc.

#### TASK 10. Additional Projects

Provide analysis, design, permitting, and post design services for additional sub basin projects including, but not limited to, of other upstream stormwater improvements/enhancements, water quality and flooding attenuation 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:

\_\_\_\_\_  
(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)