

21. Approve ranking list for PS-5152-03/AJP – Master Agreement for Markham Regional Water Treatment Plant – Phase II Expansion Project and award a Master Agreement to Boyle Engineering Corporation, Orlando (Not-to-Exceed \$1,125,000.00).

PS-5152-03/AJP will provide various professional services related to the Markham Regional Water Treatment Plant Expansion Phase II construction project.

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

- Boyle Engineering Corporation, Orlando;
- CPH Engineers, Inc., Sanford;
- Hartman & Associates, Inc., Orlando;
- LBFH, Inc., Orlando;
- Malcolm Pirnie, Inc., Maitland;
- PBS&J, Orlando;
- PEC, Orlando;
- WCG| Neel-Schaffer, Inc..

The Evaluation Committee, which consisted of Bob Adolphe, P.E., Director of Environmental Services; G. Robert Dehler, Principal Engineer, Utilities; Michael Harber, Senior Engineer, PEI; Hugh Sipes, Senior Engineer, PEI; and Dennis Westrick, P.E., PEI Manager, evaluated the submittals and short-listed four firms.

The Evaluation Committee interviewed the following four short-listed firms.

- Boyle Engineering Corporation, Orlando;
- Malcolm Pirnie, Inc., Maitland;
- PBS&J, Orlando;
- PEC, Orlando.

Consideration was given to the following criteria:

- Project Approach – Innovative Solutions;
- Similar Project Experience Relative to Water Quality Issues & Treatment;
- Staff Resources & Project Schedule;
- Project Team & Manager Qualifications including Subconsultants;
- 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. Boyle Engineering Corporation, Orlando;
2. PBS&J, Orlando;

3. Malcolm Pirnie, Inc., Maitland;
4. PEC, Orlando.

Environmental Services/ PEI 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**

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.

PS NUMBER: PS-5152-03/AJP
 PS TITLE : Markham Regional Water Treatment Plant – Phase II
 Expansion Project
 DATE: October 31, 2003. TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Boyle Engineering Corporation 320 East South Street Orlando FL 32801 407-425-1100 – Phone 407-422-3866 – Fax A. Thomas Brown, PE	CPH Engineers, Inc. PO Box 2808 Sanford, FL 32772-2808 407-322-6841 – Phone 407-330-0639 – Fax David A. Gierach, P.E.	Hartman & Associates, Inc. 201 East Pine Street, Suite 1000 Orlando, FL 32801-2723 407-839-3955 – Phone 407-839-3790 – Fax Charles W. Drake, P.G.	LBFH, Inc. 1305 E. Robinson Street Orlando, FL 32801 407-206-0490 – Phone 407-206-0493 – Fax Brian Fields, P.E.	Malcolm Pirnie, Inc. 2301 Maitland Center Parkway, Suite 140 Maitland, FL 32751 407-660-1133 – Phone 407-660-9550 – Fax Victor A. Hurlburt
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-		
PBS&J 482 South Keller Road Orlando, Florida 32810-6101 (407) 647-7275 – Phone (407) 838-1601 – Fax Robert A. Morrell, P.E.	PEC 200 East Robinson Street, Suite 1560 Orlando, FL 32801 407-422-8062 – Phone 407-849-9401 – Fax Ken Hooper, V.P.	WCG Neel-Schaffer, Inc. 2600 Lake Lucien Drive, Suite 117 Maitland, FL 32751-7235 407-647-6623 – Phone 407-539-0575 – Fax David L. Wright, P.E>		

Tabulated by: Amy J. Pigott, Sr. Contracts Analyst – Posted 11/03/2003 (8:00 A.M.)
 Evaluation Committee Meeting: 11/19/2003 3:00 PM at County Services Building (Purchasing Conference Room)
 Short Listed Firms: Boyle Engineering Corporation, Malcolm Pirnie, Inc., PBS&J, and PEC
 Presentations Date: 12/10/2003 at 1:00PM located at the CSB Purchasing Conference Room (Posted: 11/20/2003)
 Recommendation: Boyle Engineering Corporation, (BCC DATE 01/13/2003) (Posted: 12/11/2003, 8:00am)

EVALUATION FOR PS-5152-03/AJP – Markham Regional WTP - Phase II Expansion Project

QUALIFICATION TEAM
CONSENSUS REPORT AND RECOMMENDATION

SUMMARY SCORES AND RANKINGS

<u>FIRMS</u>	<u>RANKING</u>
Boyle	1
PBSJ	2
Malcolm	3
PEC	4

The Evaluation Committee makes the following recommendation:

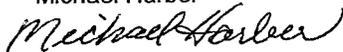
Boyle Engineering

SIGNATURES:

Bob Adolphe



Michael Harber



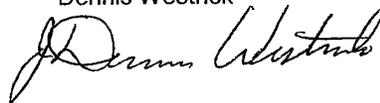
Hugh Sipes



Robert Dehler



Dennis Westrick



EVALUATION FOR PS-5152-03/AJP – Markham Regional WTP - Phase II Expasion Project

	Bob Adolphe			Robert Dehler		Michael Harber		Hugh Sipes		Dennis Westrick			
Boyle													
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach / Invt Solutions	40.00%	94	37.6	99	39.6	90	36	100	40	90	36	94.60	1.91
Similar Project Experience	30.00%	92	27.6	95	28.5	95	28.5	99	29.7	95	28.5	95.20	0.75
Staff Resources & Project Schedule	15.00%	93	13.95	95	14.25	90	13.5	90	13.5	90	13.5	91.60	0.35
Project Team & Manager	10.00%	95	9.5	90	9	90	9	100	10	90	9	93.00	0.45
Quality of Presentations	5.00%	95	4.75	100	5	90	4.5	95	4.75	95	4.75	95.00	0.18
	100.00%		93.4		96.35		91.5		97.95		91.75	WEIGHTED AVERAGE	94.19
Malcolm													
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach / Invt Solutions	40.00%	90	36	80	32	89	35.6	100	40	80	32	87.80	3.33
Similar Project Experience	30.00%	88	26.4	80	24	80	24	80	24	80	24	81.60	1.07
Staff Resources & Project Schedule	15.00%	91	13.65	80	12	80	12	90	13.5	75	11.25	83.20	1.05
Project Team & Manager	10.00%	95	9.5	80	8	75	7.5	98	9.8	90	9	87.60	0.98
Quality of Presentations	5.00%	95	4.75	100	5	70	3.5	95	4.75	90	4.5	90.00	0.59
	100.00%		90.3		81		82.6		92.05		80.75	WEIGHTED AVERAGE	85.34
PBSJ													
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach / Invt Solutions	40.00%	92	36.8	95	38	80	32	95	38	85	34	89.40	2.66
Similar Project Experience	30.00%	91	27.3	88	26.4	95	28.5	100	30	90	27	92.80	1.43
Staff Resources & Project Schedule	15.00%	91	13.65	95	14.25	85	12.75	90	13.5	90	13.5	90.20	0.53
Project Team & Manager	10.00%	95	9.5	90	9	85	8.5	90	9	90	9	90.00	0.35
Quality of Presentations	5.00%	95	4.75	100	5	85	4.25	100	5	90	4.5	94.00	0.33
	100.00%		92		92.65		86		95.5		88	WEIGHTED AVERAGE	90.83
PEC													
CRITERIA	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach / Invt Solutions	40.00%	89	35.6	60	24	80	32	79	31.6	85	34	78.60	4.46
Similar Project Experience	30.00%	85	25.5	60	18	85	25.5	80	24	75	22.5	77.00	3.11
Staff Resources & Project Schedule	15.00%	90	13.5	50	7.5	70	10.5	90	13.5	75	11.25	75.00	2.49
Project Team & Manager	10.00%	90	9	60	6	70	7	85	8.5	80	8	77.00	1.20
Quality of Presentations	5.00%	93	4.65	100	5	70	3.5	79	3.95	75	3.75	83.40	0.63
	100.00%		88.25		60.5		78.5		81.55		79.5	WEIGHTED AVERAGE	77.66

INTERVIEW RATING FORM

21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions <i>ATTACKS</i>	<u>60</u>	(40%)
Similar Project Experience Relative to Water Quality Issues & Treatment <i>NO SCES DATA ON TREATMENT</i>	<u>60</u>	(30%)
Staff Resources & Project Schedule <i>NW Booster Station/re-pump Inter-connect repump system.</i>	<u>50</u>	(15%)
Project Team & Manager Qualifications including Subconsultants <i>Carollo-Salesmanship! (Who H2S) NO FACTS</i>	<u>60</u>	(10%)
Quality of Presentation Comments and Notes: <i>Addressed only what was listed, not big picture.</i>	<u>100</u>	(5%)

Rater's name: Robert Pehler Signature:

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

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

INTERVIEW RATING FORM

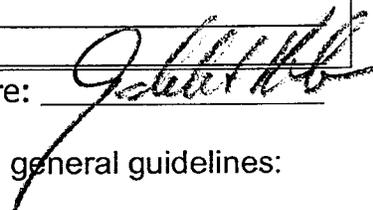
Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Boyle Engineering Corporation

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions ALTERNATIVE WATER SUPPLIES Split/stepped Approach to (4B@Risk)	99	(40%)
Similar Project Experience Relative to Water Quality Issues & Treatment UP TO SPEED WITH RATE CHANGES AND Approaches ALTERNATIVE WATER SUPPLY. Considering long term bleaching of water @ facility.	95	(30%)
Staff Resources & Project Schedule Approach is to meet demand needs/and at the same time deal with treatment.	95	(15%)
Project Team & Manager Qualifications including Subconsultants 2 TEAMS	90	(10%)
Quality of Presentation	100	(5%)
Comments and Notes:		

Rater's name: ROBERT DEBORA

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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Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP - Phase II Expansion Project

Name of the Firm: Malcolm Pirnie, Inc.

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions <i>venture to pilot test</i> <i>Design Elements - Split approach -</i> <i>Force Maitt assurance / order Control. - No approval</i> <i>Standard engineering approach. pre-purchasing?</i>	80	(40%)
Similar Project Experience Relative to Water Quality Issues & Treatment <i>No DBP returns? Greenwood LAKES WWTTP</i> <i>Phos & become plant work</i>	80	(30%)
Staff Resources & Project Schedule	80	(15%)
Project Team & Manager Qualifications including Subconsultants <i>Added members with team</i>	80	(10%)
Quality of Presentation	100	(5%)
Comments and Notes: _____ _____ _____		

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

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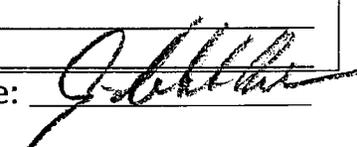
Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	<u>95</u>	(40%)
<i>TREATABILITY STUDY</i>		
<i>Stress approach</i>		
<i>What do I want? -</i>		
Similar Project Experience Relative to Water Quality Issues & Treatment	<u>88</u>	(30%)
<i>COPIES - NORTHWEST - CC1</i>		
<i>WESTERN REGIONAL. -</i>		
<i>ECON -</i>		
Staff Resources & Project Schedule	<u>95</u>	(15%)
<i>CCI Knowledge base!</i>		
Project Team & Manager Qualifications including Subconsultants	<u>90</u>	(10%)
<i>BUT QUALITY Control - new team member</i>		
Quality of Presentation	<u>100</u>	(5%)

Comments and Notes: _____

Rater's name: ROBERT DEHGEN

Signature: 

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- 80 – 89 Excellent, Very Good, Solid in all respects.
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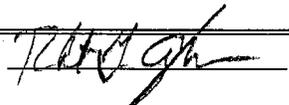
Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Project Approach - Innovative Solutions</i>	<u>89</u>	(40%)
<i>ADDRESSED HSP, GST MIXING & FLOW ISSUES DISCUSSION</i>		
<i>Similar Project Experience Relative to Water Quality Issues & Treatment</i>	<u>85</u>	(30%)
<i>CAROLLO - SPECIALIZED TREATMENT CONSULTANT FOCUS ON W/WW PROJECTS MANY LOCAL PROJECTS</i>		
<i>Staff Resources & Project Schedule</i>	<u>90</u>	(15%)
<i>SUFFICIENT STAFF</i>		
<i>Project Team & Manager Qualifications including Subconsultants</i>	<u>90</u>	(10%)
<i>GOOD MIX OF SUBS</i>		
<i>Quality of Presentation</i>	<u>93</u>	(5%)
<i>GOOD BUT NOT SPECIFIC</i>		
Comments and Notes: _____		

Rater's name: BOB ADOLPHE

Signature: 

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

21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Boyle Engineering Corporation

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	<u>94</u>	(40%)
<p><i>H₂S - ODOR CONTROL OPTIONS</i></p> <p><i>ALTERNATIVE SOURCES</i></p> <p><i>LOWEST \$ WITH HIGHEST QUALITY</i></p>		
Similar Project Experience Relative to Water Quality Issues & Treatment	<u>92</u>	(30%)
<p><i>BROAD EXPERIENCE WITH CHEMISTRY</i></p> <p><i>EXPERTS ON TEAM</i></p>		
Staff Resources & Project Schedule	<u>93</u>	(15%)
<p><i>SUFFICIENT/LOCAL HYDRO SEA</i></p> <p><i>CPM SCHEDULE</i></p>		
Project Team & Manager Qualifications including Subconsultants	<u>95</u>	(10%)
<p><i>GOOD MIX OF PROFESSIONALS</i></p> <p><i>INTERFACE WITH SSR WMD</i></p>		
Quality of Presentation <i>GOOD</i>	<u>95</u>	(5%)
<p>Comments and Notes: _____</p> <p>_____</p>		

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

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

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CRITICAL PATH SCHEDULING FOR COMPLETION 2004 - FAST TRACK

CONCENTRATION ON CHEMISTRY - H₂S & ODOR CONTROL

COMMENT ON LOWEST \$ WITH HIGHEST QUALITY

LOCAL HYDRO BY SEA-CUP

ALTERNATIVES, TEAM'S, MIXING OF QUALITIES

INTERVIEW RATING FORM

21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Malcolm Pirnie, Inc.

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Project Approach - Innovative Solutions</i>	<u>90</u>	(40%)
DISCUSSION OF LESS EXPENSIVE OPTIONS TO PACKED TOWER		
ASSUMPTION OF SPECIAL NEW REELS H ₂ S		
DRE PURCHASE OF EQUIPMENT		
<i>Similar Project Experience Relative to Water Quality Issues & Treatment</i>	<u>88</u>	(30%)
DISCUSSION OF DEP AND WATER TREATMENT		
DISCUSSION OF MAINT. ISSUES		
DID NOT ADDRESS SIMILAR		
THM?		
<i>Staff Resources & Project Schedule</i>	<u>91</u>	(15%)
SUFFICIENT - GOOD SUBS BELOW		
GOOD THOUGHT GIVEN TO EQUIPMENT PURCHASE & WELL DEVEL		
<i>Project Team & Manager Qualifications including Subconsultants</i>	<u>95</u>	(10%)
SPECIALIZED HYDROLOG AND GEOLOGICAL		
<i>Quality of Presentation</i> <u>GOOD</u>	<u>95</u>	(5%)
Comments and Notes: _____		

Rater's name: _____ Signature: _____

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

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Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	<u>92</u>	(40%)
LINE SOFTENING & AERATION DISCUSSIONS		
RESEARCH OF NEW REGS		
Similar Project Experience Relative to Water Quality Issues & Treatment	<u>91</u>	(30%)
ORG. CO. DECISION ON SERIES OR PARALLEL FLOW		
BREVARD OVERVIEW OF NEW REGS		
PHASE I MARKHAM & RECOMMEND PROCESS		
Staff Resources & Project Schedule	<u>91</u>	(15%)
CO TRACK OF CONVENTIONAL AND IMPLEMENTATION OF NEW WELL		
Project Team & Manager Qualifications including Subconsultants	<u>95</u>	(10%)
WM- PROJ MGR GOOD KNOWLEDGE OF PREVIOUS PROJECT		
CCI		
Quality of Presentation <u>GOOD</u>	<u>95</u>	(5%)
Comments and Notes: _____		

Rater's name: BOB ADOLPHE

Signature: [Handwritten Signature]

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

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INTERVIEW RATING FORM

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Boyle Engineering Corporation

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	90	(40%)
<i>Chemical analytical data - Desk Top Study</i> <i>Chemical versus treatment equipment</i> <i>3 groups - Wells first - Storage second -</i> <i>Air stripping third.</i> <i>30% - (Contractor Review) - Who pays for Review?</i>		
Similar Project Experience Relative to Water Quality Issues & Treatment	95	(30%)
<i>Very good team. Strong background</i>		
Staff Resources & Project Schedule	90	(15%)
Project Team & Manager Qualifications including Subconsultants	90	(10%)
Quality of Presentation	90	(5%)
Comments and Notes: <u>Very good - detailed</u>		

Rater's name: Michael Harber Signature: Michael Harber

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

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Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Malcolm Pirnie, Inc.

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	89	(40%)
<i>Good Team. Some have knowledge of existing Water Plant. Chemical Problems. Did their homework.</i>		
Similar Project Experience Relative to Water Quality Issues & Treatment	80	(30%)
<i>Consider Chemical Treatment.</i>		
Staff Resources & Project Schedule	80	(15%)
Project Team & Manager Qualifications including Subconsultants	75	(10%)
Quality of Presentation	70	(5%)
Comments and Notes: <i>Very good presentation - T Concur with their scope of work.</i>		

Rater's name: Michael Harber Signature: Michael Harber

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

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Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Project Approach - Innovative Solutions</i>	<u>80</u>	(40%)
<i>Similar Project Experience Relative to Water Quality Issues & Treatment</i>	<u>95</u>	(30%)
<i>Worked on Phase I</i>		
<i>Staff Resources & Project Schedule</i>	<u>85</u>	(15%)
<i>Project Team & Manager Qualifications including Subconsultants</i>	<u>85</u>	(10%)
<i>Quality of Presentation</i>	<u>85</u>	(5%)
Comments and Notes: _____		

Rater's name: Michael Harber Signature: Michael Harber

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

21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	<u>80</u>	(40%)
<i>Eliminate Flow Control Valves</i>		
<i>62.552 FDEP Rule - d2 mixing - very good.</i>		
<i><CRU are existing - why discuss -</i>		
<i>little discussion with well locations.</i>		
Similar Project Experience Relative to Water Quality Issues & Treatment	<u>85</u>	(30%)
Staff Resources & Project Schedule	<u>70</u>	(15%)
Project Team & Manager Qualifications including Subconsultants	<u>70</u>	(10%)
Quality of Presentation	<u>70</u>	(5%)
Comments and Notes: _____		

Rater's name: Michael Harber Signature: Michael Harber

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

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

INTERVIEW RATING FORM

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Boyle Engineering Corporation

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	90	(40%)
Good approach from a water quality/chemistry perspective Proposed desk-top study to evaluate treatment technologies Also proposed Wells & Raw H ₂ O piping as separate Contract (No. 1) Contract 2 - select GC on qualifications, Contract 3 - aeration for H ₂ S treatment/removal. Develop Engr Report, RFO for GC		
Similar Project Experience Relative to Water Quality Issues & Treatment	95	(30%)
Orange County, City of Oviedo, Collier County City of Dunedin (packed towers), Marcolis (PWS) Pinellas County, City of Sarasota I lots of experience w/ packed towers & bio filters		
Staff Resources & Project Schedule	90	(15%)
Proposed to fast track via multi-tasking. to get GC involved at 30% design Critical path, prepurchase equipment		
Project Team & Manager Qualifications including Subconsultants	90	(10%)
Allen Biddlecomb - Jones Edmunds - hydrogeology		
Quality of Presentation	95	(5%)
- excellent, good balance on issues Comments and Notes: Power Point & Flip chart Good concise, also good answers		

Rater's name: J. Dennis Westrick

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

21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Malcolm Pirnie, Inc.

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	80	(40%)
① Total Sulfides ② Cl ₂ Applic Pt., ③ Project Approach ④ Ideas 5. Project Schedule * Meet w/ FDEP up front on regs/issues, odor/noise control Proposed Packed tower betw two GSTs, reduced NaOCl usage * Consider stand-alone contract for well drilling, also pre-purchase equip		
Similar Project Experience Relative to Water Quality Issues & Treatment	80	(30%)
FGUA - Poinciana - WTP No. 5 also WTP No. 4 City of Daytona Beach FGUA - Golden Gate WTP City of Tampa Kissimmee, Disney, Oviedo		
Staff Resources & Project Schedule	75	(15%)
Staffing is adequate, project schedule shows substantial completion in June 05, need to move up by 2-3 mos.		
Project Team & Manager Qualifications including Subconsultants	90	(10%)
Andre Dillenfelder - WQ, QA/QC, H ₂ O Surveying - offsite piping Jean Cutler - PM / Inspector Connect Consulting - Hydrogeol Pete Hoanshelt - EMI Andreyev - Geotech cup issues		
Quality of Presentation	90	(5%)
Good overall, not a lot of projects Comments and Notes: <u>Good Project Team, propose pilot tests/wq data collection</u>		

Rater's name: J. Dennis Westrick

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
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INTERVIEW RATING FORM

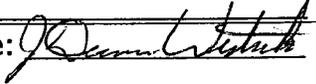
Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	85	(40%)
Three (3) phased approach, establish goals PBS&J has experience, understanding of project issues & regulatory demands. Revisions to Turbidity, CO ₂ Put Well 4 on existing site, requires CUP mod. (may require modelling for Well 5) Recommend pre-app mtg w/ FDEP		
Similar Project Experience Relative to Water Quality Issues & Treatment	90	(30%)
Markham Phase I, Eastern Regional, City of Orinda Lynwood, Heathrow Orange County Western Regional Jar Testing at Markham Phase I		
Staff Resources & Project Schedule	90	(15%)
Dan - North Brevard Regional WTP (H ₂ O Treatability Study) also Ft. Walton Beach Project Team - very familiar PM - Wayne Mather Larry Hantz - Air Quality expert (Some FL Exper) Gary Fichter Bill Whidden - Transmission QA/QC		
Project Team & Manager Qualifications including Subconsultants	90	(10%)
Connect Consulting Dan Schmidt & Wayne Mather		
Quality of Presentation - No handouts before presentation, Good team presentation	90	(5%)
Comments and Notes: Project schedule - Phased Approach IIA, IIB, IIC (w/prevals)		

Rater's name: J. Dennis Westrick

Signature: 

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

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

INTERVIEW RATING FORM

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	85	(40%)
1. Eliminate need for Flow Control Valves, instead install surge		
2. GST Storm H ₂ O Runoff Control anticipator valve		
3. GST Mixings, 4. Cascading Set Pt. Control. (reduce pump energy cost)		
5) High Demand Alarm (for +/- 520gpm change in flow)		
* H ₂ S Controls - suppress pH w/ CO ₂ , could oxidize w/ Ozone		
Similar Project Experience Relative to Water Quality Issues & Treatment	75	(30%)
Ant - City of Delray Beach In-Line Booster Station for Wastewater		
City of Oldsmar Water Booster Pump Station		
City of Titusville H ₂ O Interconnect Pump Station w/ SCADA/Computer operated system		
Staff Resources & Project Schedule	75	(15%)
Ant Austin, P.E. - PM & Pt of Contact		
Bob Cushing - Project Engr. for H ₂ O Chemistry & Treatability		
* Schedule - w/ 3 mos. of issuance of P.O.		
PEC, Carallo, EMI & Southeastern Structural Engineers		
Project Team & Manager Qualifications including Subconsultants	80	(10%)
Robt Cushing - Carallo - water quality issues		
Ant Austin - PM w/ PEC		
EMI (Pete Haunshelt) - very familiar w/ SC.		
Quality of Presentation -	75	(5%)
Comments and Notes: Spent too much time on "design flaws" of others, not enough discussion on water quality issues w/ existing/in ear wells		

Rater's name: J. Dennis Westrick

Signature: J. Dennis Westrick

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

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INTERVIEW RATING FORM

21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Boyle Engineering Corporation

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions <i>Start with good analytical data. Discussed this proj. w/ FDEP Over top study for odor control Part track schedule - 1st cont. wells/pipeline 2nd ASL, GTS etc. 3rd this period work with FDEP for innovative permitting</i>	100	(40%)
Similar Project Experience Relative to Water Quality Issues & Treatment <i>Talked specifically about sulfur chemistry Orinda PDA; Jupiter</i>	99	(30%)
Staff Resources & Project Schedule <i>Plant expansion in operation by Nov. 2004 (scope said by Spring 2004) All of our staff - knowledge of water chemistry CEI? - not addressed</i>	90	(15%)
Project Team & Manager Qualifications including Subconsultants <i>Experienced hydrologist - worked with water plant district</i>	100	(10%)
Quality of Presentation Comments and Notes: <i>Good presentation - experienced knowledge of problem. Interesting approach - discussed the main issues - couldn't write time on "cook-book" aspects of proj.</i>	95	(5%)

Rater's name: Mugh P. Sipes

Signature: [Signature]

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

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INTERVIEW RATING FORM

21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: Malcolm Pirnie, Inc.

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions	100	(40%)
<i>meets w/ FDEP first Separate contracts - wells then other</i> <i>Color control necessary pre-analytical equipment</i> <i>Forced draft/pumped tower aeration - may not need - will discuss w/ FDEP</i>		
Similar Project Experience Relative to Water Quality Issues & Treatment	80	(30%)
<i>Spent to much time on minor project issues & "cook-book" stuff ie pumps, demineralizing etc</i> <i>Did not discuss much in presentation however a slide was included in the handout.</i>		
Staff Resources & Project Schedule	90	(15%)
<i>Addressed CEI -</i> <i>Excellent staff for project</i>		
Project Team & Manager Qualifications including Subconsultants	98	(10%)
<i>EMI Horvath; G. Giedler - Hydrogeologist</i>		
Quality of Presentation	95	(5%)
<i>Good graphics</i>		
Comments and Notes: _____ _____ _____		

Rater's name: Hugh P. Sipes Signature: Hugh P. Sipes

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

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INTERVIEW RATING FORM

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions <i>Discussed this proj. w/ DEP</i> <i>Phased approach - capacity → wells → water quality eval / treatment</i> <i>4.5 mgd w/ 2 conn wells by adding GST & HSP</i> <i>Spring 2005 reverts to 4.5 mgd (change the wells in Phase II 3a)</i> <i>Advanced levels of treatment may not be necessary</i> <i>Start with pre-op study w/ DEP - CO₂ for pH adjustment</i>	<u>95</u>	(40%)
Similar Project Experience Relative to Water Quality Issues & Treatment <i>Provided details on similar projects - ECON; O.C. Western Region</i> <i>Good experience: numerous projects for team</i>	<u>100</u>	(30%)
Staff Resources & Project Schedule <i>Area experience of Markham - knowledge of County operations</i> <i>Phased approach to meet capacity issues.</i>	<u>90</u>	(15%)
Project Team & Manager Qualifications including Subconsultants <i>Excellent team - highly qualified</i> <i>Greg Eickler - design geologist</i> <i>Part time CEI</i>	<u>90</u>	(10%)
Quality of Presentation <i>Excellent</i>	<u>100</u>	(5%)
Comments and Notes: _____ _____ _____		

Rater's name: Hugh P. Seppi

Signature: *Hugh P. Seppi*

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INTERVIEW RATING FORM

F 21

Date: December 10, 2003

Interview for (work): Engineering Design and CEI Services for Markham Regional WTP – Phase II Expansion Project

Name of the Firm: PEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Project Approach - Innovative Solutions eliminate flow control valves - no need w/ VFD pumps (NO discussion w/ FDEP) add surge valve - curb around GST - GST mixer (save ch2 costs) } plant Cascading set point for HSPs - pressure control valves w/ flow } mechanical High demand alarm } issues CO2 pH adjustment - oxidation w/o ozone H2S removal ISSUP.	79	(40%)
Similar Project Experience Relative to Water Quality Issues & Treatment Delray Beach (booster pump station) City of Oldsmar (water booster pump station) Cocoa-Titowalk water Interconnect No project specific H2S removal	80	(30%)
Staff Resources & Project Schedule Design completed in 3 months - no details given how to accomplish + his aggressive schedule. Pete Honendett - electrical	90	(15%)
Project Team & Manager Qualifications including Subconsultants Art Austin → Bob Cushing, P.E. - Bob Rudden CEI Pete H → electrical	85	(10%)
Quality of Presentation	79	(5%)
Comments and Notes: <i>Dislike existing design. spent too much time on critical review of existing design. Presentation seemed to be oriented to designing a new WTP from scratch.</i>		

Rater's name: Hugh P. Sipes

Signature: [Signature]

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

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**ENGINEERING SERVICES AGREEMENT (PS-5152-03/AJP)
ENGINEERING DESIGN AND CEI SERVICES FOR MARKHAM REGIONAL WATER
TREATMENT PLANT - PHASE II EXPANSION PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BOYLE ENGINEERING CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called the "ENGINEER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 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 engineer to provide engineering design and CEI services for the Markham Regional Water Treatment Plant - Phase II Expansion Project in Seminole County; and

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

WHEREAS, the ENGINEER is competent and qualified to furnish engineering and CEI 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 ENGINEER agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the ENGINEER 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 construction of the Phase II Expansion 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 ENGINEER under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the ENGINEER. 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER pursuant to this Agreement including reimbursable expenses shall not exceed the sum of ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,125,000.00).

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 ENGINEER, 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 ENGINEER 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 ENGINEER shall perform all work required by the Work Order but, in no event, shall the ENGINEER 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 ENGINEER shall perform all work required by the Work Order; but, in no event, shall the ENGINEER 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 ENGINEER 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 ENGINEER shall advise the COUNTY whenever the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER may invoice the amount due for services actually performed and completed. The COUNTY shall pay the ENGINEER 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 ENGINEER when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. ENGINEER 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 ENGINEER, 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 Environmental Services
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 ENGINEER.

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 ENGINEER 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 ENGINEER within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the ENGINEER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the ENGINEER and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the ENGINEER 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 ENGINEER. 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 ENGINEER which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The ENGINEER 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 ENGINEER'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 ENGINEER shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE ENGINEER.

(a) The ENGINEER 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 ENGINEER under this Agreement. The ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER'S services or have been created during the course of the ENGINEER'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the ENGINEER.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the ENGINEER 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 ENGINEER to fulfill its Agreement obligations. Upon receipt of such notice, the ENGINEER 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 ENGINEER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ENGINEER shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ENGINEER; provided, however, that the ENGINEER 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 ENGINEER.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the ENGINEER 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 ENGINEER 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 ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER, 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER 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, ENGINEER shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The ENGINEER agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the ENGINEER, whether caused by the ENGINEER 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 ENGINEER shall at the ENGINEER'S own cost, procure the insurance required under this Section.

(1) The ENGINEER 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, Commercial General Liability, and Business Auto 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 ENGINEER, the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER shall relieve the ENGINEER of the ENGINEER'S full responsibility for performance of any obligation including ENGINEER 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 ENGINEER shall, as soon as the ENGINEER 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 ENGINEER has replaced the unacceptable insurer with an insurer accept-

able to the COUNTY the ENGINEER shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the ENGINEER, the ENGINEER shall, at the ENGINEER'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 ENGINEER 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 ENGINEER'S insurance shall cover the ENGINEER 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 ENGINEER 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 ENGINEER and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

(A) The ENGINEER'S insurance shall cover the ENGINEER 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 ENGINEER (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 ENGINEER shall carry limits of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

(4) Business Auto Policy.

(A) The ENGINEER'S insurance shall cover the ENGINEER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01),

as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

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

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

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by ENGINEER 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 ENGINEER.

(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 ENGINEER, 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) ENGINEER 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 ENGINEER 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 ENGINEER.

(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 ENGINEER, shall designate in writing and shall advise the ENGINEER 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 ENGINEER shall, at all times during the normal work week, designate or appoint one or more representatives of the ENGINEER who are authorized to act in behalf of and bind the ENGINEER 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 ENGINEER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The ENGINEER 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 ENGINEER 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 ENGINEER not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. ENGINEER 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. ENGINEER 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 ENGINEER 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 ENGINEER.

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:

Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773

FOR ENGINEER:

Boyle Engineering Corporation
320 E. South Street
Orlando, FL 32801

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:

BOYLE ENGINEERING CORPORATION

, Secretary

By: _____
A. THOMAS BROWN, Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
12/16/03
ps-5152

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

Exhibit "A"
SCOPE OF SERVICES

MARKHAM REGIONAL WTP – PHASE II EXPANSION

1. Prepare a biddable set of plans and permit applications for:
 - a. 1,500,000 gallon pre-stressed concrete ground storage tank with 5000 gpm cascade aerator
 - b. Two each, 3200 gpm, variable frequency drive, high service pumps
 - c. Yard piping, and offsite piping if necessary, to connect as many as two 1800-2400 gpm floridan aquifer supply wells
 - d. Chemical feed pumps for hydrofluosilicic acid and sodium hypochlorite
 - e. Chemical storage tanks for hydrofluosilicic acid and sodium hypochlorite
2. Assist in obtaining, if necessary, consumptive use permit modifications for the additional well(s).
3. Consult with FDEP and evaluate the need or requirement for additional or more advanced treatment of raw water for hydrogen sulfide removal. If necessary, prepare design plans for such treatment.
4. Provide construction inspection and hydrogeological services during construction.

**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

Completion Date: The Project will be completed within _____ days from the Work Order execution date.

Term: This Work Order shall terminate upon completion of the project or _____ months from the execution date, 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)