8. **Approve ranking list for PS-5132-02/BJC – Professional Services for Revisions to the Land Development Code, authorize negotiations and award an Agreement to Duncan Associates, Austin, TX (Not-to-Exceed $400,000.00).**

PS-5132-02/BJC will provide for a qualified consultant to prepare a rewrite of the Seminole County Land Development Code (LDC). The revisions to the LDC shall include but not be limited to review of the current LDC for its merits and constraints; recommend strategy to rewrite components of the LDC; prepare draft code revisions by grouping of subjects; and provide code revisions in designated software package.

This project was publicly advertised and the County received five (5) submittals (listed in alphabetical order):

- Clarion Associates, LLC, Denver, CO;
- Duncan Associates, Austin, TX;
- The Gail Easley Co., Crystal River, FL;
- Land Design Innovations, Inc., Winter Park, FL; and
- The RMPK Group, Inc., Sarasota, FL.

The Evaluation Committee, which consisted of Alice Gillmartin, Planning and Development Department; Don Fisher, Director of Planning and Development Department; Thomas Forbes, Building Department; Kim Patterson, Information Technologies; John Thompson (absent to presentations), Planning and Development Department; Matthew West, Planning and Development and Craig Shadrix (absent to the presentations), Planning and Development Department evaluated the submittals. The initial evaluation consisted of:

Qualifications:
- Qualifications of firm & sub-consultants
- Educational background and training
- Related work experience
- References
- Minority Business Enterprise

Project Approach:
- Choosing style/strategies that LDC is to be rewritten
- Grouping of like regulations
- Integrating with web-based site
- Mapping and forms
- Innovative concepts

Ability to Perform:
- Location of firm

- Workload

Based on the initial evaluation criteria, the Evaluation Committee interviewed the top three (3) firms, listed alphabetically:

1. Duncan Associates, Austin, TX;
2. Clarion Associates, LLC, Denver, CO; and
3. Land Design Innovations, Winter Park, FL.

Consideration was given to the following:

- General professional experience and qualifications
- Proposed use of Sub-consultants
- Proposed approach to performing the work
- Qualifications of proposed project manager
- Proposed project staff resources
- Quality of interview presentation

Planning and Development and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the ranking list, authorize the staff to negotiate with the top ranked firm or second ranked firm if negotiations with the top ranked firm fail and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation in terms and pursuant to the requirements of the PS documents as long as the contract does not exceed $400,000.00.

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

PS NUMBER: PS-5132-02/BJC

PS TITLE : Revisions to the Land Development Code

OPENING DATE: November 20, 2002 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.

POSTING DATE: 11/21/2002 PAGE: 1 of 1

08

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Clarion Associates, LLC 1700 Broadway, Ste. 400 Denver, CO 80290 Ph. 303 830-2890 Fx. 303 860-1809 R. Matthew Goebel, Partner	Duncan Associates 13276 Research Blvd. Austin, TX 78750 Ph. 512 258-7347 Fx. 512 258-9994 James B. Duncan, President	The Gail Easley Company 34 NE Crystal St. Crystal River, FL 34428 Ph. 352 795-4920 Fx. 352 795-1154 V. Gail Easley, President	Land Design Innovations, Inc. 140 N. Orlando Ave., Ste. 295 Winter Park, FL 32789 Ph. 407 975-1273 Fx. 407 975-1278 Tracy L. Crowe, AICP, President

RESPONSE -5-			
The RMPK Group, Inc. 1519 Main Street Sarasota, FL 34236 Ph. 941 954-1718 Fx. 941 954-0231 Russell G. Moore, Principal			

Opened and Tabulated by: T. L. Cummings, CPPB, Contracts Analyst

QUALIFICATIONS/EXPERIENCE: ***(40 Points)***

- Qualifications of firm, proposed personnel & sub-consultants, if any, and their role and participation in this project (15)
- Educational background and training of key personnel that are related to the required services (5)
- Related work experience (10)
- References and past performance related to providing quality services (5)
- Minority Business Enterprise certification (5)

PROJECT APPROACH: ***(50 Points)***

- Choosing style/strategies that LDC is to be rewritten (15)
- Grouping of like regulations (10)
- Integrating with web-based site, interactive code, digital LDC website, linkages to GIS mapping, forms, and other documents (15)
- Innovative concepts (10)

ABILITY TO PERFORM: ***(10 Points)***

- Location of the Firm in charge of this project (5)
- Workload; ability and capacity of the Proposer to perform and comply with required services/scope of services (5)

QUALIFICATIONS COMMITTEE MEETING: December 2, 2002 at 3:00PM

PRESENTATIONS: TBA

RECOMMENDATION OF AWARD: TBA

EVALUATION RANKING

PS-PS-5132-02/BJC
Revisions to the Land Development Code

FIRMS	A. Gilmartin	D. Fisher	T. Forbes	K. Patterson	J. Thomson	C. Shadrix	Total
Clarion Associates, LLC	4	2	1	2	2	2	13
Duncan Associates	1	1	1	3	1	1	8
The Gail Easley Company	2	3	4	4	3	4	20
Land Design Innovations	3	4	1	1	4	3	16
The RMPK Group, Inc.	5	5	5	5	5	5	30

Ranking	*Firm*
1	Duncan Associates
2	Clarion Associates, LLC
3	Land Design Innovations
4	The Gail Easley Company

PS-5132-02/BJC

Revisions to the Land Development Code

RANKING

FIRMS	A. Gillmartin	D. Fisher	T. Forbes	K. Patterson	M. West	RANK
Clarion Associates, LLC	2	2	2	2	3	11
Duncan Associates	1	1	1	1	1	5
Land Design Innovations	3	3	3	3	2	14

FIRM	RANKING
Duncan Associates	1
Clarion Associates, Inc.	2
Land Design Innovations	3

DRAFT

CONSULTANT SERVICES AGREEMENT (PS-5132-02/BJC)
REVISION OF LAND DEVELOPMENT CODE

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, 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 prepare a rewrite of the Seminole County Land Development Code; 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 for a period of one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time 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 _____ DOLLARS ($).

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

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

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

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

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

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual

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

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

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Planning and Development Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

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

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

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

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

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

with applicable law for any and all damages to the COUNTY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. TERMINATION.

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

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

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

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

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

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

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

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

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for

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

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

SECTION 15. CONFLICT OF INTEREST.

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

(b) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to

violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

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

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

SECTION 18. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 19. INSURANCE.

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

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

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

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

this Section.

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

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

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

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

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

acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

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

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the

insurance provided by or on behalf of the CONSULTANT.

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

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (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:

Seminole County Planning and Development Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CONSULTANT:

_____
_____
_____
_____

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and

supplemental to any other rights and remedies provided by law.

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

_____

By: _____
, President

Date: _____

ATTEST:

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

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

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

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

AC/lpk
10/10/02
PS-5132

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

SCOPE OF SERVICES

REWRITING OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE

The Staff of the Seminole County Planning and Development Department seeks proposals to select a Consultant to prepare a rewrite to the County's Land Development Code. This effort constitutes a major "overhaul" to the document. The County wishes to have a document prepared that is easy to read and understand and easy to link regulations of a common subject. The County has recently adopted a new comprehensive plan, known as, Vision 2020 – A Guide to Journey Ahead, and wishes the Land Development Code to reflect the policies of the new plan, especially the directions set by the new Design Element.

The preparation of a new Land Development Code (LDC) will be accomplished by the following four phases:

1. Review of the current LDC for its merits and constraints.
2. Recommend strategy to rewrite components of the LDC
3. Prepare draft code revisions by grouping of subjects
4. Provide code revisions in designated software package

This contract will be divided into 4 phases and three parts. Each of the three parts will be negotiated separately with the selected consultant and authorization for performance shall be in the form of written Work Orders.

The Consultant will be required to assist in public involvement activities, attend and participate in meetings with the public and various outside committees that routinely review changes to County policies and regulations. The Consultant will attend and participate in all public hearings required for adoption of the regulations.

Phase 1, (Part 1). Review of the Current LDC for its Merits and Constraints

The Consultant will review the current LDC for its merits and constraints. The Consultant will recommend and document what regulations should be completely replaced and which ones should be rewritten. While doing this, the Consultant will keep in mind the direction which the rewrites will take to be consistent with the implementation of the new comprehensive plan. The Consultant will identify and document inconsistencies and contradictions among the regulations and recommend corrections/clarifications. The County wishes to "uncodify" all engineering details in the LDC and have these sections deleted from the LDC, updated to current engineering practices and placed in a corresponding manual that the Consultant will prepare along side the revised LDC. The County wishes to also "uncodify" various forms in the document also.

Phase 2, (Part 1). Recommend Strategy to Rewrite Components of the LDC

During this phase of the contract, the Consultant will recommend to the County the strategies for rewriting/replacing sections of the LDC. The policies of Vision 2020, the new comprehensive plan, direct the County to better regulate the appearance of developing and developed parcels and the appearance of public streets. There is a strong theme of neighborhood protection to be addressed through design regulations. These directions will strongly influence the production of the LDC.

There are three other items of concern that the Consultant must keep in mind while accomplishing this task. The first deals with the past utilization of the Planned Unit Development (PUD) and Planned Commercial Development (PCD) zoning districts. These districts have been used to "customize" development but they lack any true design or performance standards. The second item is that the Consultant will make recommendations to the County on the various ways regulations can be formatted, i.e., use of performance standards. Based on these recommendations, the County will need to decide to what level regulations will be rewritten to another regulation format, such as a performance standards type of code. This decision will need to be made as a means to alleviate past problems with the PUD and PCD districts. Also the County has used overlay districts for implementation of regulations. Their use needs to be evaluated to see if this is the most effective way to implement regulations for specific areas or if there may be an alternative way to accomplish this. The Consultant needs to prepare Mixed or Multi-Use zoning district(s) to implement the new Mixed Use Land Use. Ease of implementation must be a part of the decision making process as to whether the code will be written in the fashion of using performance standards. The Consultant will need to show pros and cons and examples of implementation in other jurisdictions before deciding a method of rewriting the LDC. Should performance standards not be used or only partially used, the Consultant will demonstrate other approaches or multiple types of approaches to use in forming the structure of the LDC.

The last item of concern the Consultant must bear in mind in the writing of the LDC is that in the County, prime parcels of land for development are rapidly becoming in short supply. There is current trend in the development of "skipped over" parcels in urbanized area. Development of these infill parcels tends to be more controversial in nature, whether due to neighborhood impacts or environmental constraints. The flavor of new regulations must specifically address how to develop the remaining prime parcels and the "skipped over" parcels. Coordination must occur with the County's Economic Development Department on this subject, particularly with designing regulations for lands within the County's targeted industry areas which are the unincorporated lands along I-4, north of the Lake Mary Blvd. interchange and unincorporated lands in the vicinity of the Sanford Orlando International Airport. The County has recently drafted design guidelines for its third targeted industry area, the redevelopment of the US 17/92 corridor, and these will be provided to the Consultant for reference of current design oriented regulations.

Prior to advancing to the drafting of the new LDC, the County must decide on the strategies the LDC will take in the preparation of the regulations. Also the manner in which the LDC will be divided up into groupings of subjects for rewrites must be decided. A ranking of subjects will take place for production of the document that would allow groupings of regulations to go forward to public hearings for adoption in advance of other sections, if directed by the County.

Phase 1 and 2 should be complete prior to advancing to Phase 3.

Phase 3, (Part 2). Prepare Draft Code Revisions by Groupings of Subjects

The Consultant will prepare the revisions of the LDC by groupings of subjects as directed by the County in Phases 1 and 2. These drafts of groupings of subjects will be submitted to the County in the following manner: a preliminary review draft to be reviewed in house by County Staff, a second review draft that will also be reviewed in house to ensure compliance to earlier comments given to the Consultant. This draft will be then "cleaned up" for a third review draft that will be distributed to the public to review to include distribution to committees that normally review proposed regulation changes in the County. As stated in Phase 2, the County will decide how groupings of sections will be adopted whether by sections or the composite rewrites at one time. A final draft(s) will be prepared that will advance to public hearings and a final hardcopy document will be prepared after adoption. This copy shall be reproducible.

With the engineering drawings/specifications/details being "uncodified" and placed in a separate manual, the production of the manual with its updated drawings will be done as one of the determined groupings.

The Consultant will be actively involved in the public involvement process and will prepare the needed displays, copies of the documents, other handouts as directed by the County in preparation of any public meetings or hearings regarding the review and adoption of the regulations. It is anticipated that the Consultant would be available to attend with County Staff any presentations made to homeowner associations or civic groups related to the rewrites of the LDC. The Consultant can anticipate 10 such presentations to citizen groups through the course of the contract.

The prepared regulations will be written in a manner easy to read and understand. The use of graphic illustrations will be incorporated into the layout of the regulations. The digital copy of the product will allow for linkages to like subjects and related GIS files.

Phase 3 should be well under way prior to advancing to Phase 4.

Phase 4, (Part 3). Provide Code Revisions in Designated Software Package

By the time the final products of the LDC are prepared, the County will have made a decision as to how the Department's computer systems will be integrated and/or will have designed software in-house or in partnership with other agencies, resulting in a better understanding on how the selected software packages will implement this integration. The Consultant will provide the County with the final prepared documents in the selected software package. As stated in the write up for Phase 3, the digital copy of the document will allow for linkages to like subjects and related GIS files. In addition, the programming of the digital copy in the selected software will allow for search mechanisms, linkage to application forms and instructions for filing out, linkages to policies in the comprehensive plan that direct the regulation and to any types of illustrations and maps related to the subject in GIS files. The Consultant will work with the computer Consultant(s) to allow for this integration and the final step in the process will be to hand over the digital copy in the selected software so that the computer Consultant(s) can provide the material in internet form and test the digital copy for the required linkages.

Deliverables

The Consultant shall provide the County with the following:

1. Short white paper(s) addressing the strategy(ies) the rewrites of the LDC. 10 copies.
2. Short white paper addressing the grouping of like subjects to be prepared and a proposed ranking of preparation. 10 copies.
3. For each set of groupings:
    - A. A preliminary review draft. 20 copies.
    - B. A second review draft. 20 copies.
    - C. A third review draft. 40 copies.
    - D. A final review draft to go to public hearings. 30 copies.
    - E. Final hard copy after adoption in loose-leaf form, front and back (with proper margins). 2 reproducible copies
    - F. Software package. 2 digital copies.

Estimated completion time for this project is 18 months.

EXHIBIT "B"

WORK ORDER
FOR
CONSULTANT SERVICES AGREEMENT (PS-5132-02/BJC)
REVISION OF LAND DEVELOPMENT CODE

WORK ORDER NO.: SAMPLE

PROJECT:

COUNTY: **SEMINOLE COUNTY**, a political subdivision of the State of Florida.

CONSULTANT: _____

CONSULTANT'S ADDRESS: _____
_____

Execution of the Work Order by COUNTY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] _____

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TERM: This Work Order shall terminate upon completion of the Scope of Services or _____ from the date of execution,

whichever comes first.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] FIXED FEE BASIS
[ ] TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
[ ] TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed Fee Basis," then the CONSULTANT shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The CONSULTANT's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) 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 COUNTY shall compensate the CONSULTANT for the actual work performed under this Work Order.

Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the above-referenced Agreement.

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.

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

ATTEST:

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

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

_____
County Attorney

_____

By:_____
, President

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
DARYL G. MCLAIN, Chairman

Date:_____

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

EXHIBIT C

RATE SCHEDULE