11. Award four (4) agreements for RFP-4233-04/TLR – General Consulting Service for Transportation Planning/Technical Transportation Planning to: Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart, Inc., of Orlando; GMB Engineers & Planners, Inc., of Orlando; Leftwich Consulting Engineers, Inc. of Orlando; and Tindale-Oliver & Associates of Tampa (estimated \$150,000.00 per year all consultants combined).

RFP-4233-04/TLR will provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan as it relates to Transportation Planning.

This project was publicly advertised and the County received eight (8) responses (listed in alphabetical order):

- F.R. Aleman & Associates, Orlando
- Ghyabi & Associates., DeLand
- Glatting ,Jackson, Kercher, Anglin, Lopez, Rinehart, Inc., Orlando
- GMB Engineers & Planners, Inc., Orlando
- Leftwich Consulting Engineers, Inc., Orlando
- Reynolds, Smith & Hills, Orlando
- Tindale-Oliver & Associates, Tampa
- Traffic Planning & Design, Maitland

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

- Experience/Qualifications
- Methodology
- Ability to Perform
- Price

The Evaluation Committee recommends that the Board award to the top four (4) ranked firms.

- GMB Engineers & Planners, Inc., Orlando
- Glatting ,Jackson, Kercher, Anglin, Lopez, Rinehart, Inc., Orlando
- Tindale-Oliver & Associates, Tampa
- Leftwich Consulting Engineers, Inc., Orlando

Authorization for performance of services by the consultants under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant(s). The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis. This agreement is in effect for a period of one (1) year with two (2) additional renewable periods of one (1) year each. The total estimated value of services per year is \$150,000.00.

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

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

RFP NUMBER: RFP-4233-04/TLR

RFP TITLE: General Consulting Services for Transportation

Planning/ Technical Transportation Planning

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE

PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY

REJECTED AS LATE.

DUE DATE: November 17, 2004, 2:00 P.M

RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Ghyabi & Assoc./GMAK	Glatting, Jackson, Kercher, Anglin,	GMB Engineers & Planners, Inc.
214 East New York Avenue	Lopez, Rinehart, Inc.	3751 Maguire Boulevard, Suite 111
DeLand, Florida 32724	33 E. Pine Street	Orlando, Florida 32803
'	Orlando, Florida 32801	
Gary D. Huttmann, AICP		Babuji Ambikapathy, P.E.,AICP
386-469-0006 Phone	William C. Kercher, Jr	407-898-5424 Phone
386-469-0017 Fax	407-843-6552 Phone	407-898-5425 Fax
	407-839-1789 Fax	
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-
Revnolds, Smith & Hills, Inc.	Tindale-Oliver & Associates	Traffic Planning & Design
3670 Maguire Boulevard, Suite 300	1000 N. Ashley Drive, Ste. 100	535 Versailles Drive, Suite 200
Orlando, Florida 32803	Tampa, Florida 33602	Maitland, Florida 32751
James R. Avitabile, P.E.	Steven A. Tindale, P.E., AICP	Turgut Dervish
407-893-5800 Phone	813-224-8862 Phone	407-628-9955 Phone
407-893-5858 Fax	813-224-8862 Fax	407-628-8850 Fax
	Ghyabi & Assoc./GMAK 214 East New York Avenue DeLand, Florida 32724 Gary D. Huttmann,AICP 386-469-0006 Phone 386-469-0017 Fax RESPONSE -6- Reynolds, Smith & Hills, Inc. 3670 Maguire Boulevard, Suite 300 Orlando, Florida 32803 James R. Avitabile, P.E. 407-893-5800 Phone	Ghyabi & Assoc./GMAK 214 East New York Avenue DeLand, Florida 32724 Gary D. Huttmann,AICP 386-469-0006 Phone 386-469-0017 Fax RESPONSE -6- Reynolds, Smith & Hills, Inc. 3670 Maguire Boulevard, Suite 300 Orlando, Florida 32803 James R. Avitabile, P.E. 407-893-5800 Phone Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart, Inc. 33 E. Pine Street Orlando, Florida 32801 William C. Kercher, Jr 407-843-6552 Phone 407-839-1789 Fax Tindale-Oliver & Associates 1000 N. Ashley Drive, Ste. 100 Tampa, Florida 33602 Steven A. Tindale, P.E., AICP 813-224-8862 Phone

EVALUATION CONSIDERATIONS

EXPERIENCE/QUALIFICATIONS

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

METHODOLOGY

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

ABILITY TO PERFORM

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

Tabulated by: (11/18/2004) Diane Reed Procurement Technician

Evaluation Meeting, December 9, 2004 at 11am County Services Building Purchasing Conference Room, 1101 East 1st Street, Sanford Recommendation of Award: Glatting Jackson; GMB; Leftwich; Reynolds, Smith & Hills; Tindale-Oliver; and Traffic Planning & Design – to BCC on 01/11/05

EVALUATION FOR RFP-4233-04/TLR Transportation Planning

QUALIFICATION TEAM CONSENSUS REPORT AND RECOMMENDATION

SUMMARY SCORES AND RANKINGS

FIRMS	SCORE	RANKING
FR Aleman & Assoc	76.48	8
Ghyabi & Assoc.	82.60	7
Glatting Jackson	87.70	2
GMB	92.60	1
Leftwich	86.96	4
RSH	85.27	5
Tindale	87.50	3
Traffic Planning	84.32	6

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

Committee Members:

Alice Gilmartin Tony Walter Matt West

EVALUATION FOR RFP-4233-04/TLR Transportation Planning

·	Alice Gilmartin	Tony Walter Matt We	est
F.R. Aleman & Assoc. CRITERIA Experience Project approach rates ability to perform	WEIGHT POINTS WTD PTS 50.00% 85 42.5 20.00% 75 15 15.00% 50.84 7.626 15.00% 60 9	POINTS WTD PTS POINTS 70 35 95 79 15.8 85 50.84 7.626 50.84 75 11.25 90 69.676 90 90	47.5 83.33 6.29 17 79.67 1.01
Ghyabi & Assoc. CRITERIA Experience Project approach rates ability to perform	WEIGHT POINTS WTD PTS 50.00% 75 37.5 20.00% 60 12 15.00% 79.56 11.934 15.00% 80 12 100.00% 73.434	POINTS WTD PTS POINTS 85 42.5 98 75 15 85 79.56 11.934 79.56 89 13.35 91 82.784	8 WTD PTS AVERAGE ST DEV 49 86.00 5.77 17 73.33 2.52
Glatting, Jackson CRITERIA Experience Project approach rates ability to perform	WEIGHT POINTS WTD PTS 50.00% 100 50 20.00% 96 19.2 15.00% 67.89 10.1835 15.00% 85 12.75 100.00% 92.1335	POINTS WTD PTS POINTS 85 42.5 92 95 19 85 67.89 10.1835 67.89 79 11.85 95 83.5335 95	46 92.33 3.75 17 92.00 1.22
GMB Engineers CRITERIA Experience Project approach rates ability to perform	WEIGHT POINTS WTD PTS 50.00% 95 47.5 20.00% 95 19 15.00% 96.86 14.529 15.00% 95 14.25 100.00% 95.279	POINTS WTD PTS POINTS 89 44.5 91 90 18 87 96.86 14.529 96.8 89 13.35 98 90.379 98	45.5 91.67 1.53 17.4 90.67 0.81
Leftwich CRITERIA Experience Project approach rates ability to perform	WEIGHT POINTS WTD PTS 50.00% 95 47.5 20.00% 95 19 15.00% 84.04 12.606 15.00% 60 9 100.00% 88.106	POINTS WTD PTS POINT 89 44.5 89 89 17.8 80 84.04 12.606 84.0 75 11.25 90 86.156	44.5 91.00 1.73 16 88.00 1.51

EVALUATION FOR RFP-4233-04/TLR Transportation Planning

		Alice Giln	nartin	Tony Wal	lter	Matt Wes	t			
Reynolds, Smith & Hills CRITERIA	WEIGHT	POINTS	WTD PTS	POINTS	WTD PTS	POINTS	WTD PTS	AVERAGE	ST DEV	
Experience	50.00%	90	45	85	42.5	90	45	88.33	1.44	
Project approach	20.00%	95	19	80	16	90	18	88.33	1.53	
rates	15.00%	71.24	10.686	71.24	10.686	71.24	10.686	71.24	0.00	
ability to perform	15.00%	85	12.75	75	11.25	95	14.25	85.00	1.50	
, p	100.00%		87.436		80.436		87.936	WEIGHTED	AVERAGE	85.27
Tindale-Oliver										
CRITERIA	WEIGHT	POINTS	WTD PTS	POINTS	WTD PTS	<u>POINTS</u>	WTD PTS	<u>AVERAGE</u>	ST DEV	
Experience	50.00%	85	42.5	80	40	90	45	85.00	2.50	
Project approach	20.00%	85	17	80	16	90	18	85.00	1.00	
rates	15.00%	100	15	100	15	100	15	100.00	0.00	
ability to perform	15.00%	85	12.75	80	12	95	14.25	86.67	1.15	
	100.00%	•	87.25		83		92.25	WEIGHTED	AVERAGE	87.50
Traffic Planning										
CRITERIA	WEIGHT	POINTS	WTD PTS	POINTS	WTD PTS	<u>POINTS</u>	WTD PTS	<u>AVERAGE</u>	ST DEV	
Experience	50.00%	85	42.5	79	39.5	90	45	84.67	2.75	
Project approach	20.00%	80	16	79	15.8	70	14	76.33	1.10	
rates	15.00%	96.46	14.469	96.46	14.469	96.46	14.469	96.46	0.00	
ability to perform	15.00%		12.75	80	12	80	12	81.67	0.43	
	100.00%	, •	85.719		81.769		85.469	WEIGHTED	AVERAGE	84.32

SUBMITTAL COMPANY NAME: F.R Aleman

QUALIFICATION COMMITTEE MEMBER: Alice Colonwolin
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5) Not much pcal (punt species with the providing quality services)
Score <u>& 5</u> (100-0). METHODOLOGY (20%)
Project approach (20)
- very vertore - could have appreciated better organization of waterial
Score <u>75</u>
METHODOLOGY (15%) (100-0)
 Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 7.6 50.84 (100-0)

Total Score(0-100) Ranking 76.	48
- Did not find awarlately chart	Score_60 (100-0)
 Location of firm (5) Workload; ability and capacity of the Proposer to perform and cor of services (10) Indicated print has to cal Oclaride of Man man of the state of hourself their 	

SUBMITTAL COMPANY NAME: Ghyabi & Assoc.
QUALIFICATION COMMITTEE MEMBER: Olus Selvation
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
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EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5)
Is DRMP-a sub to this contract - list personal from DRMP but do not indicate they can a sail.
Linviel S.C. appereur
METHODOLOGY (20%)
Project approach (20)
Han - not clear on subs.
Little into on amount
Score 60 (100-0)

• Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 11.9, 79.56 (100-0)

ABILITY TO PERFORM (15%) Location of firm (5) Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10) Local Augustus Industry Score (100-0)

Total Score ______(0-100) Ranking 82.6

SUBMITTAL COMPANY NAME: Glatting Jackson
QUALIFICATION COMMITTEE MEMBER: Alice Gilmantin
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5)
Score / 50 (100-0) METHODOLOGY (20%)
Project approach (20)
Good Quality Control factor in Project Appeach
Score 96 (100-0) METHODOLOGY (15%)
 Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.
Score 10.2 67 (100-0)

•	Location	of firm	(5)

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

Table not real clear on availabile!

Score & S (100-0)

Total Score _____(0-100) Ranking \mathcal{S} 7, \mathcal{T}

SUBMITTAL C	COMPANY NAME: GMB	
QUALIFICATION	TION COMMITTEE MEMBER: Ole Selwart	<u> </u>
EVALUATION	CONSIDERATIONS	
90 – 100 80 – 89 70 – 79 60 – 69	S: Score each criterion from 1 to 100 based on the following general goodstanding, out-of-the-box, Innovative, Cost/Time Savings Excellent, Very Good, Solid in all respects. Good, No major weaknesses, Fully Acceptable as is Marginal, Weak, Workable but needs clarifications Unacceptable, Needs major help to be acceptable	juidelines:
Describe streng	gths, weaknesses and deficiencies to support your assessment.	
The following co	considerations will be utilized in the evaluation of the proposals:	
EXPERIENCE/	/QUALIFICATIONS (50%)	
 Education services Related v Reference Minority E 	ations of firm & sub-consultants and their role and participation in this ponal background and training of key personnel that are related is (5) work experience (10) nees and past performance related to providing quality services (10) Business Enterprise status (5) Light with high Semuele Court Fourmer methods the formular with the formular than the formular with the formular than th	project (20) to required
	Score_(95 100-0)
METHODOLOG	OGY (20%)	
 Project appropriate 	approach (20)	
Knowle	leafe of active work	
METHODOLOG	Score_ (1 OGY (15%)	9 <u>{</u> 100-0)

• Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 14.5,96 86 (100-0)

LocationWorkload of service	; ability and capacity of the Proposer to perform and comply v	vith required scop
Arren	to be available	
		Score 95 (100-0)
Total Score _	(0-100) Ranking 926	

SUBMITTAL COMPANY NAME: Leftwich Consulting
QUALIFICATION COMMITTEE MEMBER:
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
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EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5)
Score <u>95</u> (100-0)
METHODOLOGY (20%)
Project approach (20)
chort to the point - good approached
Score <u>9 5</u> (100-0) METHODOLOGY (15%)
•

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 12.6 84 04 (100-0)

 Location of firm (5) Workload; ability and can of services (10) 	apacity of the Proposer to perform and comply with required scope
local few	
Available	Score (100-0)
Total Score	(0-100) Ranking 86. 9.6

SUBMITTAL COMPANY NAME: Reynolds, Smith and Hills
QUALIFICATION COMMITTEE MEMBER: Olus Thuralin
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5)
- fullie steeler anterial steeder simular to
what we need need
- Popul Manaja Nit Local Score 90 (100-0)
METHODOLOGY (20%)
Project approach (20)
Sue !
Score <u>95</u> (100-0)

• Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 10.7,7].24 (100-0)

• Wo	cation of firm (orkload; ability services (10)	5) and capacity of the F	Proposer to perfo	orm and compl	y with required scop
	rall office	aventabely	Pod not	local	
		av an some	,		Score_\& 5 (100-0)

Total Score _____(0-100) Ranking $\frac{5}{2}$

SUBMITTAL COMPANY NAME: Traffic Planning & Design, Inc.
QUALIFICATION COMMITTEE MEMBER: Alice Gilmalin
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
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EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5)
Didul bet are purced in S.C
- does a lot of 5 need traffic straties
Score <u>& </u>
METHODOLOGY (20%)
Project approach (20)
not a lot of detail on prefet whereach
Score 80 (100-0) METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 14.5, 96.46 (100-0)

 Location of firm (5) Workload; ability and c of services (10) 	apacity of the Proposer to perform and comply with required scope
Local fun	
Indicate air	aclobia
	Score_85 (100-0)
Total Score	(0-100) Ranking & 5, 27

SUBMITTAL COMPANY NAME: Tindale-Oliver
QUALIFICATION COMMITTEE MEMBER:
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
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Very Verhos & - no Stylement of work in S.C.
But have astume explicació
- No enderce PMIS Weal Score & (100-0)
METHODOLOGY (20%)
Project approach (20)
Standard large - nothy noted as weath
Score <u>S</u> (100-0) METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 15, 100 (100-0)

(15%)ABILITY TO PERFORM Location of firm (5) Workload; ability and capacity of the Proposer to perform and comply with required scope - aprin es s'étément PM ic des uil

(100-0)

Total Score ______(0-100) Ranking 87. 5

SUBMITTAL	COMPANY NAME: F.R Aleman
QUALIFICA ⁻	TION COMMITTEE MEMBER: Tony halts
EVALUATION	N CONSIDERATIONS
INSTRUCTION 90 – 100 80 – 89 70 – 79 60 – 69 Below 60	NS: Score each criterion from 1 to 100 based on the following general guidelines: Outstanding, out-of-the-box, Innovative, Cost/Time Savings Excellent, Very Good, Solid in all respects. Good, No major weaknesses, Fully Acceptable as is Marginal, Weak, Workable but needs clarifications Unacceptable, Needs major help to be acceptable
Describe stren	ngths, weaknesses and deficiencies to support your assessment.
The following	considerations will be utilized in the evaluation of the proposals:
EXPERIENCE	E/QUALIFICATIONS (50%)
Education services Related Referen Minority Heavy String String	Subs, Score 70_ (100-0)
METHODOLO	OGY (20%)
Project a Didn't how the Grad, The	approach (20) Clearly explain who would be working a project a in world be Selected ich., Camp flom is short
METHODOLO	Score <u>7 9</u> (100-0)
	(1070)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 7.6 50 .84 (100-0)

	I capacity of the Proposer to perform and compl	y with required scope
of services (10)		
		Score_7/ (100-0)
Total Score	(0-100)	-

SUBMITTAL COMPANY NAME: Ghyabi & Assoc.
QUALIFICATION COMMITTEE MEMBER: Tay Walt
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
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Score <u>8 \$ (100-0)</u> METHODOLOGY (20%)
Project approach (20) I like preposed boyout Almons trates and report writing skills Approach Short, but assume from experience of Team finis OK
Score 75 (100-0) METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 11.9, 79.56 (100-0)

Location of firm (5) Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10) Clear and for the point Score 89 (100-0) Total Score ______(0-100) Ranking _______

244

SUBMITTAL COMPANY NAME: Glatting Jackson
QUALIFICATION COMMITTEE MEMBER: Tay Walts
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
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The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20). Educational background and training of key personnel that are related to required services (5). Related work experience (10). References and past performance related to providing quality services (10). Minority Business Enterprise status (5). Good experience with County and in region, reduces bearing Curse. Heaving in the Sound experience.
Score 85
Score <u>85</u> (100-0) METHODOLOGY (20%)
Project approach (20) Pro Active & A/OC. I liked ability to match their P.M Lith project. Potential for time & money service
Score 95 (100-0)
METHODOLOGY (15%)
• Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.
Score 102 WI'd

(100-0)

SUBMITTAL COMPANY NAME: GMB
QUALIFICATION COMMITTEE MEMBER: Tony Walter
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
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EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5) frozeit spriens (then the world project status) stall his extensin legional explaints inlusting contracts with Grange and Volume (5), bittle or we bearing Curre
Score <u>89</u> (100-0) METHODOLOGY (20%)
• Project approach (20) Approach Very Petalled Clear as to Who will be waking on frejer.
Score

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 14.5, 96 86 (100-0)

 Location of firm (5) Workload; ability and of services (10) 	apacity of the Proposer to perform and comply with required scop	е
Clean eplon tu	d availability district	-
	Score <u></u> <u>৪৭</u> (100-0)	
Total Score	(0-100) Ranking	

248

SUBMITTAL COMPANY NAME: Leftwich Consulting
QUALIFICATION COMMITTEE MEMBER: Tony Walter
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
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Score_ <u>89</u> (100-0)
METHODOLOGY (20%)
Project approach (20)
Solid project Approach,
Score <u>89</u> (100-0) METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 12.6 84.04 (100-0)

 Location of firm (5) Workload; ability and cap of services (10) 	acity of the Proposer to perform and	comply with required scope
Covert Available	ty sold elyme??	
		Score <u>75</u> (100-0)
Total Score	(0-100)	

253

SUBMITTAL COMPANY NAME: Reynolds, Smith and Hills
QUALIFICATION COMMITTEE MEMBER: Tay Walt
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
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The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
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Score <u>88</u> (100-0)
METHODOLOGY (20%)
Project approach (20) undissting what is Needed
Score <u>75</u> (100-0) METHODOLOGY (15%)
Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

	Score <u>75</u> (100-0)

SUBMITTAL COMPANY NAME: <u>Tindale-Oliver</u>
QUALIFICATION COMMITTEE MEMBER: Tony Walts
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
Describe strengths, weaknesses and deficiencies to support your assessment.
The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
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Score <u>80</u> (100-0) METHODOLOGY (20%)
· Project approach (20) Like report Concepts, approach to what mall arend without.
Score <u>80</u> (100-0) METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 15, 100 (100-0)

(' (40)	chat showed attention by cutous radiotic
aly Serie the	Score 80 (100-0)
Total Score	(0-100) Ranking

SUBMITTAL C	OMPANY NAME: Traffic Planning & Design, Inc.
QUALIFICATI	ON COMMITTEE MEMBER: Tay Walter
EVALUATION	CONSIDERATIONS
90 – 100 C 80 – 89 E 70 – 79 C 60 – 69 N	Score each criterion from 1 to 100 based on the following general guidelines: Dutstanding, out-of-the-box, Innovative, Cost/Time Savings Excellent, Very Good, Solid in all respects. Good, No major weaknesses, Fully Acceptable as is Marginal, Weak, Workable but needs clarifications Unacceptable, Needs major help to be acceptable
Describe strengt	ths, weaknesses and deficiencies to support your assessment.
The following co	ensiderations will be utilized in the evaluation of the proposals:
EXPERIENCE/0	QUALIFICATIONS (50%)
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good Lis	proach (20) ting on Page 12 of great of expected that this Central
METHODOLOG	Score

Score 14.5, 96.46 (100-0)

ABILITY TO PERFORM (15%)

	capacity of the Proposer to perform and comply with required scope
of services (10)	
	Score 60
	Score <u>රිර</u> (100-0)
otal Score	(0-100) Ranking

SUBMITTAL COMPANY NAME: Glatting Jackson
QUALIFICATION COMMITTEE MEMBER: M. West
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Unacceptable, Needs major help to be acceptable
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The following considerations will be utilized in the evaluation of the proposals:
EXPERIENCE/QUALIFICATIONS (50%)
 Qualifications of firm & sub-consultants and their role and participation in this project (20) Educational background and training of key personnel that are related to required services (5) Related work experience (10) References and past performance related to providing quality services (10) Minority Business Enterprise status (5)
Score (100-0) METHODOLOGY (20%) • Project approach (20)
585
Score (100-0) (100-0) (100-0)
• Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

ABILITY TO PERFORM (15%)

 Location of firm (5) Workload; ability and of services (10) 	capacity of the Proposer to perform and comply with required	l scope
	Score (100-0)	<u>, </u>
otal Score	(0-100) Rankin a	

SUBMITTAL CO	MPANY NAME: F.R Aleman
QUALIFICATIO	N COMMITTEE MEMBER: Mathew West
EVALUATION CO	ONSIDERATIONS
EVALUATION C	SHOIDERATIONS
90 – 100 Ou 80 – 89 Ext 70 – 79 Go 60 – 69 Ma	Score each criterion from 1 to 100 based on the following general guidelines: tstanding, out-of-the-box, Innovative, Cost/Time Savings cellent, Very Good, Solid in all respects. od, No major weaknesses, Fully Acceptable as is rginal, Weak, Workable but needs clarifications acceptable, Needs major help to be acceptable
Describe strength	s, weaknesses and deficiencies to support your assessment.
The following con	siderations will be utilized in the evaluation of the proposals:
EXPERIENCE/QU	JALIFICATIONS (50%)
Educationa services (5)Related woReferences	ns of firm & sub-consultants and their role and participation in this project (20) background and training of key personnel that are related to required rk experience (10) and past performance related to providing quality services (10) siness Enterprise status (5)
METHODOLOGYProject appropriate	· ,
METHODOLOGY	Score (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 7.6 50 .84 (100-0)

ABILITY TO PERFORM (15%)

• Location of firm (5)	y su	uirad ccana
 Workload; ability and of services (10) 	d capacity of the Proposer to perform and comply with req	illea scope
of services (10)		
<u> </u>		90
	Sco	re <u>(/)</u>)0-0)
	(10	(0-0)
ntal Capra	(0.100) Panking	

SUBMITTAL COMPANY NAME: GMB
QUALIFICATION COMMITTEE MEMBER:
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
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METHODOLOGY (20%) • Project approach (20)
·
Score 87 (100-b) METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 14.5,96.86 (100-0)

ABILITY TO PERFORM (15%)

 Location of firm (5) Workload; ability and of services (10) 	d capacity of the Proposer to perform and comply	with required scope
		Score 96 (100-0)
Total Score	(0-100) Ranking	

SUBMITTAL COMPANY NAME: Ghyabi & Assoc.
QUALIFICATION COMMITTEE MEMBER:
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Unacceptable, Needs major help to be acceptable
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Score (100-0) METHODOLOGY (20%) • Project approach (20)
Score

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 11.9, 79.56 (100-0)

ABILITY TO PERFORM (15%)

• Location of firm (5)	the City Day was to professor and con-	maly with required scen
 Workload; ability ar of services (10) 	nd capacity of the Proposer to perform and cor	libity with required scope
Of Services (10)		
	:	Sacra 9
		Score <u></u>
		(100 0)
-4-1 C	(0.100) Panking	

SUBMITTAL COMPANY NAME: <u>Traffic Planning & Design, Inc.</u>
QUALIFICATION COMMITTEE MEMBER:
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Below 60 Unacceptable, Needs major help to be acceptable
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Score (100-0)
METHODOLOGY (20%)
Project approach (20) NO approach discussed that I could find
Score
METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 14.5, 96.46 (100-0)

Location of firm (5) Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10) Score (100-0)

(15%)

Total Score _____(0-100) Ranking _____

ABILITY TO PERFORM

SUBMITTAL COMPANY NAME: Leftwich Consulting
QUALIFICATION COMMITTEE MEMBER:
EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines: 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings 80 – 89 Excellent, Very Good, Solid in all respects. 70 – 79 Good, No major weaknesses, Fully Acceptable as is 60 – 69 Marginal, Weak, Workable but needs clarifications Unacceptable, Needs major help to be acceptable
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Score 89 (100-0) METHODOLOGY (20%) • Project approach (20)
Score <u>80</u> (100-0) METHODOLOGY (15%)

Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 12.6 84 04 (100-0)

Location of firm (5) Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10) Score (100-0)

Total Score _____(0-100) Ranking _____

SUBMITTAL CO	OMPANY NAME: <u>Tindale-Oliver</u>
QUALIFICATION	ON COMMITTEE MEMBER:
EVALUATION (CONSIDERATIONS
90 – 100 80 – 89 70 – 79 60 – 69	Score each criterion from 1 to 100 based on the following general guidelines: butstanding, out-of-the-box, Innovative, Cost/Time Savings excellent, Very Good, Solid in all respects. ood, No major weaknesses, Fully Acceptable as is larginal, Weak, Workable but needs clarifications nacceptable, Needs major help to be acceptable
Describe strengt	hs, weaknesses and deficiencies to support your assessment.
The following co	nsiderations will be utilized in the evaluation of the proposals:
EXPERIENCE/G	QUALIFICATIONS (50%)
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METHODOLOG¹ ■ Project app	Score
METHODOLOG	Score <u>90</u> (160-0)

• Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score<u>15, 10</u>0 (100-0)

Location of firm (5) Workload; ability and capacity of the Proposer to perform and comply with required scope of services (10) Score 95 (100-0)

Total Score ______(0-100) Ranking _____

(15%)

ABILITY TO PERFORM

• Rates based on disciplines (15) – Will be determined by Purchasing at the Eval. Mtg.

Score 10.7,7].24 (100-0)

ABILITY TO PERFORM (15%)

-				 			
	 				 Score	9	<u></u>
					Score (100	0-0)	
(n ₋ 10(·	Ο	nkin				

CONSULTANT SERVICES AGREEMENT (RFP-4233-04/TLR) TRANSPORTATION PLANNING

THIS AGREEMENT is made and entered into this day of
, 20, by and between GMB ENGINEERS & PLANNERS,
INC., duly authorized to conduct business in the State of Florida, whose
address is 3751 Maguire Boulevard, Suite 111, Orlando, Florida 32803,
hereinafter called the "CONSULTANT" and SEMINOLE COUNTY, a political
subdivision of the State of Florida, whose address is Seminole County
Services Building, 1101 East First Street, Sanford, Florida 32771,
hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide transportation planning consultant services in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish 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.

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.

Authorization for per-AUTHORIZATION FOR SERVICES. SECTION 3. formance 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. 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.

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 1101 E. 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 it's 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 bona fide 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 bona fide 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 the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

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.

- being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.
- (3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of

any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

- (b) <u>INSURANCE COMPANY REQUIREMENTS</u>. 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) <u>SPECIFICATIONS</u>. 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.

- cover CONSULTANT'S insurance shall 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 The CONSULTANT will also be responsible for procuring endorsements. proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the The minimum required limits to be provided subcontractor's employees. by both the CONSULTANT 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:

\$ 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

Each Occurrence Limit

\$1,000,000.00

2 4

\$1,000,000.00

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

sional 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).

- payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.
- (b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.
- (c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of

voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

- (a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.
- (b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by

all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Planning and Development 1101 E. 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 par	ties h	ereto have made and executed this
Agreement on the date below writt	en for	execution by the COUNTY.
ATTEST:	-	
	By:_	
, Secretary		, President
(CORPORATE SEAL)	Date:_	
ATTEST:		BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE	By:_	Chairman
Clerk to the Board of		
For use and reliance of Seminole County only.	t	As authorized for execution by the Board of County Commissioners
Approved as to form and legal sufficiency.	1	at their, 20 regular meeting.
County Attorney		
AC/lpk 10/27/04 rfp-4233		
3 Attachments: Exhibit "A" - Scope of Services Exhibit "B" - Sample Work Order Exhibit "C" - Rate Schedule		

GENERAL CONSULTING SERVICES FOR TRANSPORTATION PLANNING/TECHNICAL TRANSPORTATION PLANNING WORK TASKS EXHIBIT "A"

GENERAL SCOPE OF SERVICE

The consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan, as it relates to Transportation Planning and technical transportation planning work tasks and the fulfillment of the transportation planning work program activities o include public involvement for these tasks. The County may select one or more consultants to perform one or more of the elements described.

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

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

Transportation Planning Studies

- Updates to the Multi-Modal Transportation Element
- Transportation Element Support Documentation
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Economic Development related to Transportation Planning
- Socio-Economic Data Estimates and Projections
- Traffic Analysis Studies
- Transit Studies
- Transportation related Data Collection
- TSM/TDM/ITS' Studies/Plans
- Land Development Code Regulations
- Plan Amendment Evaluations
- Corridor/Small Area Studies
- Preparation of Multi-Modal Levels of Service for Seminole County and Implementation of Procedures
- Trail/Pedestrian/Bicycle Master Planning
- Trail/Pedestrian/Bicycle Facility Designs
- Traffic Calming related Work Tasks
- Preparation of Design Guidelines/Standards
- Review for Compliance to Design Guidelines/Standards
- GIS/Mapping/Graphic Arts

Transportation Technical Studies

- Socio-Economic Data/ZData 1 and 2 Estimates and Projections
- Transportation Systems Modeling
- Traffic/Impact Studies

- Review of transportation studies or traffic impact studies submitted to the County
- Work related to Level-of-Service Evaluations
- Transit Analysis Work tasks
- Traffic Operations/Transit Data Collection
- TSM/TDM/ITS' Studies/Plans
- Road Impact Fee/Concurrency Work Tasks or Updates
- Plan Amendment Evaluations
- Transportation Corridor Studies
- GIS/Mapping/Graphic Arts

Public Involvement

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

Anticipated disciplines for the Transportation Planning/Technical Planning

- Engineer (Civil, Traffic, Transportation) (may be sub-contracted)
- Transit and Transportation Planner
- Graphic Designer
- GIS Specialist
- Capital Improvement/ Financial Analyst
- Traffic Analyst/Modeling and Data Collection
- Socio/Economic Data Analyst

Board of County Commissioners SEMINOLE COUNTY, FLORIDA

Work Order - Contracts, Rev 2 11/10/03

WORK ORDER

Work Order Number: _____

Dated: _____ Master Agreement No.: Contract Title: Project Title: Consultant: Address: METHOD OF COMPENSATION: ATTACHMENTS TO THIS WORK ORDER: [] fixed fee basis [] drawings/plans/specifications [] time basis-not-to-exceed [] scope of services [] time basis-limitation of funds [] special conditions TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default. Work Order Amount: ______DOLLARS (\$_____) IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of ______, 20_____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE ATTEST: (Company Name) By: ______, President , Secretary (CORPORATE SEAL) **BOARD OF COUNTY COMMISSIONERS** SEMINOLE COUNTY, FLORIDA WITNESSES: Peter W. Maley, Contracts Supervisor (Contracts Analyst, print name) Date: _____ As authorized by Section 330.3, Seminole County Administrative Code (Contracts Analyst, print name)

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

RFP-4233-04/TLR General Consulting Services for Transportation Planning/Technical Planning GMB ENGINEERS & PLANNERS, INC.

Anticipated Discipline	Hourly Rate		
Engineer	\$89.13		
Transit & Transportation Planner	\$107.96		
Graphics Designer	\$54.74		
GIS Specialist	\$88.09		
Capital Improvement/Financial Analyst	\$76.99		
Traffic Analyst/Modeling & Data Collection	\$70.75		
Socio/Economic Data Analyst	\$75.00		

CONSULTANT SERVICES AGREEMENT (RFP-4233-04/TLR) TRANSPORTATION PLANNING

THIS AGREEMENT is made and entered into this day	of
, 20, by and between GLATTING, JACKSON, KERCHE	
ANGLIN, LOPEZ, RINEHART, INC., duly authorized to conduct business	in
the State of Florida, whose address is 33 E. Pine Street, Orland	lo,
Florida 32801, hereinafter called the "CONSULTANT" and SEMINOLE COUNT	Υ,
a political subdivision of the State of Florida, whose address	is
Seminole County Services Building, 1101 East First Street, Sanfor	d,
Florida 32771, hereinafter called the "COUNTY".	

WITNESSETH:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide transportation planning consultant services in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish 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.

RFP-4233-04/TLR General Consulting Services for Transportation Planning/Technical Planning

GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART, INC.

Anticipated Discipline	Hourly Rate		
Engineer	\$146.97		
Transit & Transportation Planner	\$134.5 5		
Graphics Designer	\$90.05		
GIS Specialist	\$87.98		
Capital Improvement/Financial Analyst	\$170.78		
Traffic Analyst/Modeling & Data Collection	\$88.60		
Socio/Economic Data Analyst	\$83.84		

CONSULTANT SERVICES AGREEMENT (RFP-4233-04/TLR) TRANSPORTATION PLANNING

THIS AGREEMENT is made and entered into this ______ day of ______, 20_____, by and between TINDALE-OLIVER & ASSOCIATES, duly authorized to conduct business in the State of Florida, whose address is 1000 N. Ashley Drive, Suite 100, Tampa, Florida 33602, 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".

WITNESSETH:

whereas, the COUNTY desires to retain the services of a competent and qualified consultant to provide transportation planning consultant services in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish 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:

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RFP-4233-04/TLR General Consulting Services for Transportation Planning/Technical Planning

TINDALE-OLIVER & ASSOCIATES

Anticipated Discipline	Hourly Rate	
Engineer	\$110.00 \$100.00	
Transit & Transportation Planner	\$100.00	
Graphics Designer	\$55.00	
GIS Specialist	\$65.00	
Capital Improvement/Financial Analyst	\$75.00	
Traffic Analyst/Modeling & Data Collection	\$75.00	
Socio/Economic Data Analyst	\$65.00	

CONSULTANT SERVICES AGREEMENT (RFP-4233-04/TLR) TRANSPORTATION PLANNING

THIS	AGREEMENT	is made	and ent	ered in	nto this		_ day of
		20,	by an	d betw	een LEF	rwich c	ONSULTI N G
ENGINEERS,	INC., dul	y authori	zed to	conduct	business	in the	State of
Florida, wl	hose addre	ss is 121	51 Scien	nce Driv	re, #101,	Orlando	, Florida
32826, her	reinafter	called th	ne "CONS	SULTANT"	and SE	MINOLE C	OUNTY , a
political s	subdivision	of the St	tate of	Florida,	whose ad	ldress is	Seminole
County Ser	vices Bui	lding, 11	01 East	First	Street,	Sanford,	Florida
32771, here	einafter ca	lled the	"COUNTY"	•		,	

WITNESSETH:

whereas, the COUNTY desires to retain the services of a competent and qualified consultant to provide transportation planning consultant services in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish 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.

RFP-4233-04/TLR General Consulting Services for Transportation Planning/Technical Planning

LEFTWICH CONSULTING ENGINEERS, INC.

Anticipated Discipline	Hourly Rate		
Engineer	\$184 <i>.</i> 65		
Transit & Transportation Planner	\$147.97		
Graphics Designer	\$54.01		
GIS Specialist	\$48.10		
Capital Improvement/Financial Analyst	\$81.37		
Traffic Analyst/Modeling & Data Collection	\$68.81		
Socio/Economic Data Analyst	\$63.61		