

PROFESSIONAL SERVICES

- 48. Review the proposals, the Evaluation Committee's presentation comments and presentation hand-outs for PS-0369-05/DRR-Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion. Request the Board to rank and authorize staff to negotiate with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA). Authorize the Chairman to execute the resulting agreement as prepared by the County Attorney's Office. (\$35,000,000.00 is the budget for the entire project).**

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

- Clemons, Rutherford & Associates, Inc., Tallahassee;
- HKS Architects, Inc., Orlando;
- Starmer Ranaldi Planning and Architecture Inc., Winter Springs;
- Strollo Architects Incorporated, Orlando.

The Evaluation Committee, which consisted of Don Fisher, Acting County Manager; Chief Penny Fleming, Sheriff's Department Administrative Services; Jerry McCollum, P.E., County Engineer; Frank Raymond, Fleet Manager; Speed Thomas, Acting Administrative Services Director; Major Mike Tidwell, Director, Department of Corrections; and Scott Werley, Construction Manager evaluated the submittals and short-listed three top ranked firms using the evaluation criteria in the solicitation package.

The Evaluation Committee interviewed the following three short-listed firms (listed in alphabetical order):

- Clemons, Rutherford & Associates, Inc., Tallahassee;
- HKS Architects, Inc., Orlando;
- Strollo Architects Incorporated, Orlando.

The Evaluation Committee has provided comments in regards to the following criteria:

- Qualifications and Experience, specifically in mid-rise dormitory design, working with a Construction Manager at Risk and Master Planning including the percentage of plans implemented;
- Project Approach, innovative ideas and detail of team involvement;
- Cost and Scheduling, examples of their past five projects comparing estimates to bids and schedule estimates to actual time lines.

The not-to-exceed amount will be negotiated and be within the approved project budget. Services will begin when the agreement has been executed and a Notice To Proceed has been issued. The estimated budget for the project including construction is \$35,000,000.00.

Administrative Services, Sheriff's Department and Fiscal Services / Purchasing and Contracts Division request that the Board rank the three short-listed firms and authorize staff to negotiate with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA). Staff further requests the Board authorize the Chairman to execute the agreement with the successful firm as prepared by the County Attorney's Office.

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

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: PS-0369-05/DRR

BID TITLE : Architectural and Engineering Services for the John E. Polk Jail Facility Expansion

DATE: December 21, 2005 TIME: 2:00 P.M.

Response #1	Response #2	Response #3	Response #4
<p>Clemons, Rutherford & Associates, Inc. 2027 Thomasville Road Tallahassee, FL 32308</p> <p>William Rutherford 850-385-6153 PH 850-386-8420 FX</p>	<p>HKS Architects, Inc. 225 E. Robinson St, Ste. 405 Orlando, FL 32801</p> <p>Matt Clear, AIA 407-648-9956 PH 407-648-9976 FX</p>	<p>Starmer Ranaldi Planning and Architecture Inc. 890 Northern Way, Ste. E-1 Winter Springs, FL 32708</p> <p>Joseph A. Ranaldi 407 977-1080 PH 407 977-1019 FX</p>	<p>Strollo Architects Incorporated 68 South Ivanhoe Boulevard Orlando, FL 32804</p> <p>J. Pat Strollo 407-423-5355 PH 407-422-5994 FX</p>

Tabulated by: Diane Reed,, Sr. Contracts Analyst – Posted 12/22/2005, 2:30 pm

Evaluation Committee Meeting: January 30, 2006 10:30 am, Wellness Center Conference Room, 200 County Home Rd, Sanford, FL

Short-listed Firms: Clemons, Rutherford & Associates, Inc.

HKS Architects, Inc.

Strollo Architects Incorporated

Presentations: March 1, 2006, University of Florida Cooperative Extension Services Building (Ag Center), Five Points Complex, 250 County Home Rd, Sanford, FL

Clemons, Rutherford & Associates, Inc. 8:00am, HKS Architects, Inc. 9:00am and Strollo Architects Incorporated, 10:00am

Recommendation: TBA

BCC Agenda Date: March 28, 2006

CLEMONS, RUTHERFORD & ASSOCIATES, INC.	Hernando County Jail Expansion	Indian River County Jail Expansion	Polk County Public Safety Complex Expansion	Falkenburg Road Jail Expansion (Phase VI) *Currently working on	Carroll County Jail Expansion & Sheriff's Administration	New Nassau County Jail & Public Safety Complex
Quality of Performance			2		3	
Were performance requirements met?	4	3	Delayed because of camera, delayed because of consultant and county commissioners	3	Yes	
Were they cooperative in resolving issues?	5	3	3 They were able to meet with commissioners and resolve any major issue	4	Yes	
Did they have sufficient resources?	5	4	4	2 This appears to be an issue	Yes	
How did they manage the subcontractors?	4	N/A	N/A	2 Subs figure largely in the delays	Very well	
Cost of Performance			4		3	
How close to cost estimates were the bids?	4	2	Very close	No bids received yet	Reasonable	
How many change orders were required?	N/A	N/A	Two or three major orders	N/A	Very few	
Schedule Performance			2		3	
How accurate were the time line projections to making the milestones?	4	2	9 months behind schedule	1 Design milestones	Close	
Were they timely in providing corrective action plans?	Yes	4	3 Except for the floor drains and electronics	2	Yes	
Business Relationships			3		4	
Did they demonstrate concern for your interest?	5	4	(Sometimes) Book- in shower did not have a floor drain, contractor fixed the problem	4	Yes	
Would you do business with this firm again?	5 (Yes)	Yes	Not sure	2 Really too early to know	Yes	

Any additional comments.	Worked very well with the cost constraints of the project	Keep architect on schedule	You would think architect designing a jail would put floor drains inside inmate housing areas. Architect order heat & air contractor to remove pulleys and belts from new units to replace a small pulley and smaller belts on units. This was not discussed with owner and has caused owner serious problems	This project is a CM at Risk. CRA was contracted to provide A & E services. Some of their consultants/subs are slow to respond to updated information. Some scope modifications by the Sheriff's Office caused some delays (minimal), but not the months behind schedule we are at this point.		It is with regret that we must inform you that we will be unable to assist you with this questionnaire. The administration within the Nassau County Sheriff's Office has changed since the contract was signed. The project manager is no longer affiliated with the Sheriff's Office and we do not have any of the information that he had gathered.
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Rating: 1 unsatisfactory; 2 marginal; 3 satisfactory; 4 very good and 5 exceptional.

HKS ARCHITECTS, INC	Hillsborough County Medical Examiners Facility	Dallas County Justice System South Tower Jail Project	City of Orlando (City Commons Garage 1999)	Hillsborough County Falkenburg Road Jail Expansion (Phase IV & V)*	Walter P. Mitchell Jr Sheriff Complex and Jail	Highlands County Jail and Courthouse Expansion*
Quality of Performance		5	4	5		
Were performance requirements met?	3	Yes	N/A	Exceeded		
Were they cooperative in resolving issues?	3	Very much so, worked well with Sheriff's Dept	Yes	Yes		
Did they have sufficient resources?	4	Yes, good consultants	N/A	Yes		
How did they manage the subcontractors?	3	Sub-consultants were timely & thorough	N/A	N/A Design criteria package		
Cost of Performance		N/A	N/A	5		
How close to cost estimates were the bids?	N/A	Not yet out to bid		Project was completed under budget		
How many change orders were required?	N/A	Not under contract		N/A Design criteria package		
Schedule Performance		5	N/A	5		
How accurate were the time line projections to making the milestones?	3	Yes, they met schedule for plans & specs		Met or ahead of milestones		
Were they timely in providing corrective action plans?	3	N/A		Yes		
Business Relationships		5	4	5		
Did they demonstrate concern for your interest?	4	Yes, they met my goals & deadlines	Yes	They listened and gave us exactly what we wanted		
Would you do business with this firm again?	3	Yes, I am	Yes	Absolutely		

Any additional comments.		Design is complete. Will advertise for bids in March	Contracted to CNL Corporate Properties, City of Orlando participated w/ property funding & coordination	Although you requested feedback on HKS, I have not worked with that firm. The DLR Group performed the design criteria package for Phases IV & V, A design build project. They did an exceptional job. The 2 primary architects with DLR on this project were Manny Suarez & Tim Gibson	HKS was a sub-contractor for our design-build contractor Great Southwest Corp. They were a division of Centex Corp out of Orlando, FL. The people involved in our project from HKS were very knowledgeable and did a good job on the design drawings. If given the opportunity, I would have no problem in hiring or working with them again.	DLR Group did a good job, not familiar with HKS
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Rating: 1 unsatisfactory; 2 marginal; 3 satisfactory; 4 very good and 5 exceptional.

*Answered questionnaire for DLR Group.

NOTE: A questionnaire was sent to Brown County Jail and Juvenile Detention Facility and they replied that those who had worked with HKS were no longer with Brown County.

STROLLO ARCHITECTS, INC.	Suwanee County Jail	Orange County Correctional Complex (Horizon Facility Addition)	Polk County Correctional Center	Escambia County Central Booking & Detention Facility	Rappahannock Regional Jail	Albermarle- Charlottesville Regional Jail Expansion & Renovations	Jackson County Correctional Center
Quality of Performance		4	5	4	4		
Were performance requirements met?	5	Yes and the facility was designed for expansion.	Yes	Yes	Yes		
Were they cooperative in resolving issues?	5	Yes, as I can recall it has been a long time ago.	Yes	Yes, Jim Strollo remained active in project through completion	Yes		
Did they have sufficient resources?	5	Yes, Jim Strollo has always been a major part of the design process	Yes	Yes	Yes		
How did they manage the subcontractors?	5	We did not get involved in their working relationship with their sub-consultants	Aggressively	I saw no problem in their dealings with the engineers	On site rep		
Cost of Performance		4	5	4	4		
How close to cost estimates were the bids?	Can't remember, but they must have been close, we didn't have any problems	The project was not bid, the negotiated price was over budget but the project was completed in budget through efforts of both contractor & architect	Very close	They worked closely with the CM in developing GMP	Yes		
How many change orders were required?		I can not answer, too long ago	Minimal number	NA, many owner initiated changes were included	None		
Schedule Performance		5	4	3	4		
How accurate were the time line projections to making the milestones?	5	On time	Very good	Strollo was able to meet an aggressive CM schedule	Very Accurate		
Were they timely in providing corrective action plans?	5	Yes and changes to reduce the project cost	Yes	NA	Yes		
Business Relationships		4	5	3	4		

Did they demonstrate concern for your interest?	5	Jim Strollo is very passionate in the project process	Yes, good advocate	Yes	Yes, they met with us and discussed issues on design		
Would you do business with this firm again?	5	We are presently working to complete a major corrections project	Yes	Yes	Yes		
Any additional comments.	Were really great to work with		This was a CM job, worked well with the CM, overall job was on-time within budget. Good design, functions well today.	I certainly recommend them for your consideration, I would describe their design approach as progressive and pro-active.	Contact Cpt Scott Baird 540-288-5265	Everyone here that worked with Strollo Arc., has retired or moved on. I was just briefly involved with Larry at the very end of our construction. It was my pleasure to work with him, but I do not have enough relationship to provide a reference.	I am sorry to inform you but we have nobody to answer your questions. The jail was built in 1991 and everyone has moved on I have no way of honestly answering your questions.

Rating: 1 unsatisfactory; 2 marginal; 3 satisfactory; 4 very good and 5 exceptional.

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Frank Raymond

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

Numerous jails in experience (21 in Florida)
3 to 8 floor construction, experience in expansion of occupied facilities
Room experience includes Falkenberg
Polk County Masterplan Experience

80

Score 32
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Claim to be able to deliver design documents that
can establish hard prices.
Civil Engineer fairly thorough but not innovative
- Shows 2304 Beds possible for Expansion
Claims 1.5% construction cost inflation at this time.
Questions on any potentiality given produced some confusion on Stoll's Part.

80

Score 32
(0-40)

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Frank Reynolds

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Estimates off Historical data base - 1.5% inflation factor (?)
Team approach for estimating (by cm & estimator)

19 months - 1 bldg. 26 months - Multiple Bldgs

76% Bids would Max our budget - today's market cost.
Offers to estimate total project costs - includes non-construction

Score 15
(0-20)

TOTAL SCORE (0-100 Points)

79

(They bid by market of actual construction items, Not SF.)

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Frank Reynolds

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

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
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- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

All Staff, including S. Gable & D.R. - are local.
15,000 Florida Projects. Mid rise experience in Texas, esp. - Dallas City for 20 yrs.
Master plan exp. in Indian River for 10 yrs.
28 recent projects in Florida by our firm
10-20 projects as a team

90

Score 36
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Consider site related issues Main part of Design Critical path - *

Stresses needs assessment & programming, plan.

Actually, warns that R.A. will have to say "No" for cost control

Many more options for client/department - both strengths & problem

See County for owner, so as app

85

Score 34
(0-40)

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Frank Raymond

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

going show 8-10% per year inflation
SF made during programming / schedule re system make
AR phase is not unit - for not estimate of CA's number
that will be "B" or GMP'd.

85

Score 17
(0-20)

TOTAL SCORE (0-100 Points)

87

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Frank Raymond

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

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
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Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

Note High Score
from Polk

Ormy close to, Gen. (Horizon)
Escrowed old Hospital to Jail Intake Release
Knowledge of SARA Plan on prison project - Charlotte Jail
Sawyer Jail Study in 2000
Orange / Polk - all 10 year master plans.
Examples of working with CM's
Local Team - all in house

75

Score 30
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Master plan will drive needs + then design concept.
Laminated Stationer seems to be in conflict with Orange Co.
I seem to be efficiency expert for corrections ops.
Saw County as Co-Owner with S.C.

75

Score 30
(0-40)

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER:

Frank Raymond

Strollo

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

SF made in concept / unit cost in CSE items in DR's - (some who
75

Score 15
(0-20)

TOTAL SCORE (0-100 Points)

75

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott Welch

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

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
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Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

24 jails designed & constructed as a team, 21 in Florida, 40% exper. add.
Indian River, Polk, Palmettoburg Rd, (small) - mid-rise & dorm, direct supervision
Master Plan by - Polk Co. (plan by others) rev. - resulted in reduced operating cost
Tallahassee Memorial Hosp.
C.M.A. risk - 85% of jail projects
Past Performance - see questionnaire replies

Score 36
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Redi-check / TQM
Coordinate all disciplines, schedule regular meetings
Coordination of existing utilities, site usage, stormwater?
Add 3 yards on east, 256 beds/pod - phased const. to 2020/2025
Tilt up cost.

Score 35
(0-40)

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott A. Warkley

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

use MC², in-house data base
no E&O charges
see questionnaire comments
Adopted PM's from state
1 mos / single, 2 mos / multiple bids

Score 16
(0-20)

TOTAL SCORE (0-100 Points)

87

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott Wesley

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

Pinnacle - 64 bed pods, 3 story, 763 Total

Arizona, Texas examples - same size

Master planning - 135 by Carter Goble Lee (Chandler Co., Dallas Co.)

Multiple examples of before jail space, expansion on all sides

C&T, Hunt, W-3, Skanska 2 out of 2330

Set long-term expansion/addition with full phase, work with 5 points

Master Plan

See questionnaire responses

Score 34
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Control time/people/money

Schedule early mtgs w/ A/E/C, end users, ITers

3 phase gc, reviews during all phases, internal peer review

Suggested 5 level wedge shape 2 intake 2 Medical 3-5 Dorm

Used to working w/ BOA, Sheriff

Score 35
(0-40)

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott Wesley

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Ben Hill Griffin Stadium
Med security \$1105, Med-Me \$185, Intake \$210, New \$235 /SF ↑
13-14 mos - Design Time

Score 17
(0-20)

TOTAL SCORE (0-100 Points)

86

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Scott Wesley

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

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Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

Numerous experience in mid-rise & dorm (Orange, Charlottesville, Escondido)
Escondido Co. - renovated hospital Sullivan, Jackson - small jobs
Possible examples for Escondido Co.
Master Plan - Orange Co., Lake County Jail Mental Health - 100% implementation
Escondido Co. Study
CM@RISK - Orange Co. Center for Learning, JJS
See questionnaire - high marks

Score 38
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Tunnel Forms
Video visitation, inmate movement
Population Forecasting, Analysis of Facility, Setup space program
Bidding on CM & preliminary design
Lifecycle cost analysis (VE)

Score 36
(0-40)

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

Strollo

QUALIFICATION COMMITTEE MEMBER: Scott Verley

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Provided chart in leave behind
(showing delays & CO for Orange Co.)

Develop budget model during pre-design, go to SF during schematic,
Reconciliation during DD of CM & consultant - up at bid time
Systems cost

Score 18
(0-20)

TOTAL SCORE (0-100 Points) 92

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Tidwell

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

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Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

* Extensive experience in expansions 40% of total work
* Master planning, long term, is one of the apparent strong points
* Impressive project approach to total building of the site.

Score 40%
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

* The design team has extensive experience working on Jm's.
* Medical unit planning experience is extensive

* Time table is to 29 months

Score 40%
(0-40)

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.
QUALIFICATION COMMITTEE MEMBER: Tidwell

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Budget, operational, and other financial controls appears to
be addressed.

Score 20%
(0-20)

TOTAL SCORE (0-100 Points)

100%

*This group appears to be well qualified and experienced
for this project.*

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Tidwell

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

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Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

* Experience of HKS appears to be limited; however, they have work on some impressive

* Extensive experience working with CM's

Score 40
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

* The team is not putting forward any particular design or approach. They appear to want to develop a design after they are awarded.

Score 36
(0-40)

SUBMITTAL COMPANY NAME: HKS Architects, Inc

QUALIFICATION COMMITTEE MEMBER: Tiedwell

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

** Budgeting and cost control appears ample*

Overall

Score 18
(0-20)

TOTAL SCORE (0-100 Points)

94

Overall this group appears qualified for this project.

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Tidwell

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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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

* Appears not to have extensive experience; however, they have worked on some quality projects.

They have a really good understanding of the project and the desired outcome.

Will aware of local issues and the master plan for the overall County property site.

Score 36
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Team ~~has~~ has worked together on a number of projects

They appear to have good of the d. p. l. c. i. t. y of the complexity of the site.

Score 35
(0-40)

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

Stro 116

QUALIFICATION COMMITTEE MEMBER:

Tiedwell

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Budget management and cost control elements Appian
Appropriate

Score 20
(0-20)

TOTAL SCORE (0-100 Points)

91

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Speed Thomas

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

Excellent in-state number of jail expansion projects
Efficient use of available space
Majority of projects are CM@Risk

Score 37
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

good involvement with client
innovative use of available spaces - maximizing # beds
good cost estimating project.
Travel not an issue (airfare) nor is current/projected workload.

Score 37
(0-40)

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Speed Thomas

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

good track record with \$ estimate to actual costs.

Score 18
(0-20)

TOTAL SCORE (0-100 Points)

92

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Speed Thomas

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

10-20 years as a Team -

Pinellas County Project Very Amiable to SE

Good Master planning (long term) / Has worked w/ ZHA
20 years w/ Dallas

Excellent experience/Relationship w/ SE CMC project

Score 35
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

200 Local Staff

Estimate 10% increase in Cost by Construction Start

Score 37
(0-40)

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Speed Thomas

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Good Track record of estimate/final costs.
Understands Relationships w/ BCC & SCSR.
#1/5 @ Programming then unit lost @ DD Phase

Score 18
(0-20)

TOTAL SCORE (0-100 Points)

90

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Speed Thomas

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

*did SC full study in 2005 - gives them a jump start
good experience in various types in F2
numerous CM@Risk jobs
local firm*

Score 36
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Good methodology for inmate population projections

Score 35
(0-40)

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

STroll'o

QUALIFICATION COMMITTEE MEMBER: Speed Thomas

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Good Record of Budget/Scheduling
Unit Costs @ Mid-1990s

Score 17
(0-20)

TOTAL SCORE (0-100 Points)

88

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design (6 designs) (7 underway)
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

MR
Dorm
MR
CM
PP

32 jails done by design team
8 yrs 37 yrs 121 FL 40% Exp.
Ext experience working in occupied facility.
Emphasis: medical aspects
Mention Polk County - Saved 1.5M - Listed project
85% of structure work
Extensive list of projects
Very good
* Accurate / Polk
Score 32
(0-40)

8.0-

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

8 Critical items listed
Emphasis: Collaborative approach
Quality Control - Strong program
Security issues - window / door is critical
Computer in 3 pods (3 levels) - very detailed
plan including phasing (200 beds)
Inflation 1.5% month 8% in 2 months

* → Tilt up construction - for 31 weeks
Very detailed
Very good (+)
Score 32.8
(0-40)

82

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCullen

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

* Use MC² program
Determine piece by piece
→ 8 projects - show final list
Use PM IS Review monthly
→ Time: Meet schedules (confirm, project.)

Occ bldg 19 / - - -
26 / - - -
768 bldgs is max for
budget
Score 16
(0-20)
TOTAL SCORE (0-100 Points) 23/24
80.8

Very good

80

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Serry McCollum

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

MR / DD - 3 Listed
 135 - Center of the Cube M.P. - Dallas County Specific
 (5000 beds)
 Numerous projects (not necessarily law related)
 Center of the Cube / DRR / HKS working together (10-20 projects)
 Very good
 Score 32.0
 (0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Employing time / \$ control - Inflation issues
 Quality control program
 Energy / Power utility issues.
 Very good evaluation (models) of
 (6) design options - 5 - more site
 related than facility related
 maybe up to 55 stories but
 Good(++)
 Score 31.2
 (0-40)

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Steve McCallin

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Showered list of all at +/- budget / cost
Indicated cost / ☐ site related
Issues are critical path components not
bldg. 76

Good (+)

Score 15.2
(0-20)

TOTAL SCORE (0-100 Points)

78.4

PRESENTATIONS

**PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion**

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

Team has done most of past work
 19 MR 15 Dwn
 Orange County project covered all aspects
 of jail project
 Very good example shown at work
 (Escalator work, Virginia Orange Co. etc 80
 streets need to be (flex. 25)
 MR Vending Machine
 CM Numerous 8-7 jail

Little much
 too much
 time
 Very good
 now q/E

Score 32
 (0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

(1) Good on overall management approach
 (2) Very good on population
 projections
 (3) - site
 address not so much facility
 (4) L.S. at innovative ideas

78

Good (++)

Score 31, 2
 (0-40)

Not enough time
 here PA

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

Strollo Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Project Name	Cost Estimate	Bids Received	Schedule Estimate	Actual Time Line
Showed projects				

very brief
C/S

Good

Score 15.0
(0-20)

TOTAL SCORE (0-100 Points)

78.2

75

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Penny Fleming

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.

*jail / medical
exp*

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design *most exp / direct supervision / indirect*
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

*32 jails - Bill & Blakeley / 37 jails / 21 in FL - 140% Expansion
CM @ risk - 85% of projects are w/ CM
strong jail / medical expansion experience
till up exp - keep 3 story*

Score 40
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

*Team approach w/ BCC + 50 staff
Q.A. was stressed
Document review of each secured areas logs.
Engineers review parking, storm water issues to minimize
permitting process*

Dorms - 3 levels w/ med on level 1

*192 beds w/ 64
256 Beds Level 2 + 3
long term 2304 beds
looked @ connecting w/ JSC*

Score 40
(0-40)

*Mechanical, electrical experience; maintenance & energy
efficient goals*

Staffing - direct 1 in 4 areas - look @ classification - operational

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Penny Fleming

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

Long - Budget - \$5.8 Final \$5,805 / Bid \$5,775

500+ Traditional Bid Projects

250 CM@Risk

24 joint CM@Risk

Build data base for each project: not sq. ft cost
Single Bldg. 19 mo to complete

multiple 24 mo to complete

cost estimates are done
per project

168 hrs \$23m
bid today market cost

Score 20

(0-20)

TOTAL SCORE (0-100 Points)

100

8 projects shown

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Penny FLEMING

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 |

jail exp?

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

*# KS - 36,000 beds
last 20 yrs.*

Pinellas

CAH - 135 projects for master plan 1981-2005

Dallas Co. jail - relatively recent 80's

38 projects total. over 100 w/ CM projects - CSC

Team - @ least 10 jail projects

64 beds / dorm / direct supervision

stressed building for officer safety

excellent experience w/ HKS I.S.O. on CSC project

DLR - 63,000 jail beds

others exp. (Carter, Hable, Lee - strong in jail exp.)

Score 34
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

CAH will take lead - needs assessment

look @ types of supervision

Q.A. - 3 phases: double check program

Look @ various expansion options

Score 40
(0-40)

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Penny Fleming

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

medium - \$165/SF (down)
mid and med. \$185
in 19 mos - 10-15% increase possible
critical path - site work; wetlands issue
S.F. mode for programming

Score 20
(0-20)

TOTAL SCORE (0-100 Points)

94

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Penny Fleming

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

Experience w/ CM @ Risk
President will be involved from start to finish

Understands the need to know what the operational needs are
Performed needs assessment study for CCC

Score 36
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

Partner w/ Laminosity for jail pop stats / other measures
to cut population - DOE sentenced inmates as an example
Showed good model to attract to CTC but over retention period
Will relook @ needs assessment because things
have changed since 2000
Would redo intake area to new model

Score 30
(0-40)

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

Sto 110

QUALIFICATION COMMITTEE MEMBER: Penny Flemish

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

5 projects shown - all under budget / all CM projects; on
S.F. cost in concept phase
unit cost - schematic phase / CD

Score 20
(0-20)

TOTAL SCORE (0-100 Points)

86

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Don Fissel

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
 - Three examples of 10 year old Master Plans and the percentage of the plan implemented
 - Experience with Construction Manager at Risk projects
 - Past Performance
- 37 Jail, 21 in Florida, 40% Expansions/Additions
- Many mid rise projects: 3 through 8 floors, many red projects
- 7 dorms done. Different types of dorms including direct supervised
- From design to occupy project: Levy, Broward, Hernando, Hillsborough
- Developed techniques to expand jail w/o taking anyone out
- Strong experience in working in an occupied facility
- Master Planning: Polk County Jail, most strong master planning (long term) is in medical (37 years longest).
- 85% of project delivery is via construction management
- Very strong team.

Score 35.2
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
 - Innovative ideas
- ~~Estimate~~ Good discussion with team involvement.
- Good ideas with jail expansion: 3 levels of dorms with medical at first floor. Possibility of an additional 2304 beds
- Good overall approach. Aware of Commissioner concerns keeping costs down, no frills.
- Feel strong about quality control of documents
- Phases is very well thought out
- Discussed and evaluated service entrance
- Well thought out medical/mental health area
- Uses a 3D visual reporting prices

Score 32
(0-40)

SUBMITTAL COMPANY NAME: Clemons, Rutherford & Associates, Inc.
QUALIFICATION COMMITTEE MEMBER: Dan Fisher

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

- 8 PROJECT LISTED WITH ZERO CHANGE ORDER, DUE TO
EIO.

- USES PACE FOR CONSTRUCTION MANAGEMENT AND TEAM
INVOLVEMENT

- MONTHLY PACE PMU UPDATING TEAM (INCLUDING COMMUNISTERS)

- ONE BUILDING WILL BE BUILT IN 19 MONTHS, TWO IN
26 MONTHS.

- ESTIMATING DONE WITH MC² AND USES
HISTORICAL DATABASE TO DETERMINE COSTS.

Score 17
(0-20)

TOTAL SCORE (0-100 Points)

84.2

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Don Foster

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

- 36,000 Beds, 22 Jail projects in Florida (light on details)
- Phoenix: 4 story, 3 housing level, 792 beds
- Maricopa County in AZ: 1808 Bed Facility
- Dallas County South Tower
- MASTER PLANNING: 135 projects starting since 1981, or over 10 years, Dallas County since 1986

Score 30
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

- Had a good team chart on who does what
- Went through site location indicating that constraints were forcing a wedge shaped building making geometric shapes difficult. Went over other expansion ideas instead.
- Approach included needs assessment (included services), goals to programming, goals to design

- Said that the jail facility was the priority and they will concentrate on that
- Score 30
(0-40)
- concerns. No emphasis was placed on cost control nor the County's role. Asked follow-up question of their opinion of the County's

- Light on specific recommendations.

... I think

SUBMITTAL COMPANY NAME: HKS Architects, Inc.

QUALIFICATION COMMITTEE MEMBER: Don Fisher

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

- used 5 projects as estimates (need follow-up)
[ran out of time]

Score 14
(0-20)

TOTAL SCORE (0-100 Points)

74

PRESENTATIONS

PS-0369-05/DRR – Architectural and Engineering Services for the John E. Polk
Correctional Facility Expansion

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Don Fisher

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.

Criteria: Qualifications and Experience (40%)

- Specific experience with mid-rise and dormitory design
- Three examples of 10 year old Master Plans and the percentage of the plan implemented
- Experience with Construction Manager at Risk projects
- Past Performance

- TEAM THAT WOULD BE WORKING ON PROJECT HAVE DONE A MAJORITY OF THEIR PAST WORK.
- LISTED DOZENS OF JAIL PROJECTS THE TEAM HAS WORKED ON
- DO 3D COMPUTER MODELING
- SOME PROJECTS: O.C. INTAKE/RELEASE, MEDICAL, MENTAL HEALTH; O.C. HONORS; ESCAMBIA CO; SULLY CO; JACKSON CO; HIGH RISE IN CHARLOTTE, NC
- MASTER PLAN: 33rd ST JAIL, LAKE CORRECTIONAL, SEM CO (NOTE: DID THEY LAST GREATER THAN 10 YRS) NOTE: HAVE WORKED W/ 33rd SINCE 76.
- LISTED 6 PROJECTS WHERE THEY WERE CONSTRUCTION MANAGER AT RISK

Score 32
(0-40)

Criteria: Project Approach (40%)

- Detail of team involvement in assessment, programming, design development, construction administration and project close-out
- Innovative ideas

- USED ROAD TUNNEL CONSTRUCTION STATING THEY WERE THE FIRST IN THE U.S. TO USE IT.
- WENT OVER SOME DESIGNS, THEY DESCRIBED AS EFFICIENT LAYOUT. STATED THAT BEFORE DETAILS ARE WORKED OUT THAT THEY FIRST NEED TO DETERMINE JAIL OPERATOR NEEDS.
- WENT OVER DETAILED PROJECT APPROACH, WELL THOUGHT OUT.
- WENT OVER SEVERAL LAYOUTS. RECOMMENDED FOR A DEMONSTRATION TO THE NORTH. STATED AN ARCHITECTURALLY INTERESTING FUNCTIONAL LAYOUT.

Score 32
(0-40)

- LISTED 5 INNOVATIVE PROJECTS: HIGHLIGHTED INCLUDE TUNNEL FORM, ~~WAS~~ REMOTE RADIO CONTROLLED

SUBMITTAL COMPANY NAME: Strollo Architects Incorporated

QUALIFICATION COMMITTEE MEMBER: Dan Fisher

Strollo

Criteria: Cost and Scheduling (20%)

- Provide a chart for your last five projects detailing cost estimate to bids received and schedule estimate to actual time line

- Listed 5 projects. When there was an overrun
it was caused by client change orders or
increase in material. Two of the 5 had
schedule overruns

Score 15.4
(0-20)

TOTAL SCORE (0-100 Points)

79.4

**ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT
SEMINOLE COUNTY JOHN E. POLK CORRECTIONAL FACILITY EXPANSION
PS-0369-05/DRR**

THIS AGREEMENT is made and entered into this _____ day of _____, 2006 (“The Effective Date”), by and between _____ authorized to conduct business in the State of Florida, whose address is _____, (including its employees, agents, vendors and subconsultants) 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 architectural and engineering services for the John E. Polk Correctional Facility Expansion, hereinafter the “Project” and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of architectural and engineering services of consultants relating to the Project; and

WHEREAS, CONSULTANT has represented to the COUNTY that it is competent and qualified to furnish architectural and engineering consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein; and

WHEREAS, the COUNTY’S Program as of the date of this Contract for the Project is based upon the Needs Study prepared by Strollo Architects, Inc. that has been reviewed by the COUNTY. (Exhibit B); and

WHEREAS, the proposed procurement method for the Project is Construction Manager at Risk.

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

SECTION 1. SERVICES AND DELIVERY SCHEDULES

(a) COUNTY employs the CONSULTANT and the CONSULTANT agrees to perform and provide professional services for each of the Project as expeditiously as is consistent with professional skill and care of those employed in CONSULTANT'S industry, and the orderly progress of the Project, consisting of:

(1) Those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" and the Needs Study.

(2) Provide professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement.

(3) Designing the Project so that they may be constructed within the Budget as established by the COUNTY, consistent with the Project Program as approved by the COUNTY.

(4) Preparing and delivering to the COUNTY and CONSTRUCTION MANAGER any applications for permits as identified in the Scope of Services.

(5) Participation in all such conferences with the COUNTY as are necessary to develop the Project's specifications and completely understand the Project scopes, as defined by the COUNTY.

(6) Provide Phase One Services which shall consist of:

A) a review of the COUNTY'S Site Master Plan for the existing Jail property, relative to the design of the John E. Polk Correctional Facility Expansion identified by a legal description of the subject property attached hereto as Exhibit "C"; for the COUNTY'S

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review and approval. The purpose of this review will be to confirm the Project can and will properly tie-in to the existing Jail in all respects.

B) a re-evaluation of the COUNTY'S Needs Study

C) an evaluation of the COUNTY'S proposed construction schedule and budget requirements for the Project. Phase One Services shall be completed on or before _____, 2006.

(7) Provide Phase Two Services which shall include preparation of the design documents for the Project as follows:

(A) Prepare and deliver Schematic design documents satisfactory to the COUNTY for the John E. Polk Correctional Facility Expansion. The Schematic design documents shall establish the design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a site plan, if appropriate, and preliminary floor plans, sections and elevations. At the Architect's option, the Schematic Design deliverable may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. These Schematic design documents shall be delivered to the COUNTY within 120 calendar days of the Effective Date of this Agreement.

(B) Prepare and deliver Design Development documents satisfactory to the COUNTY for the John E. Polk Correctional Facility Expansion. The Design Development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development documents shall include specifications that identify major materials and systems and establish in

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general their quality levels. These Design Development documents shall be delivered to the COUNTY within 90 calendar days of the delivery of the Owner of the Schematic Design Documents.

(C) Prepare and deliver Construction documents satisfactory to the COUNTY for the John E. Polk Correctional Facility Expansion. The Construction documents shall set forth in detail the requirements for construction of the Project. The Construction documents shall include Drawings and Specifications that establish in complete detail the quality levels of materials and systems required for the Project. These Final Construction documents shall be delivered to the COUNTY within 150 calendar days of the delivery to the Owner of the Design Development documents.

(8) Employ and utilize services of professional engineers registered and licensed by the State of Florida and trained in the appropriate field of work, acceptable to and approved by the COUNTY prior to work commencing to include the fields of work identified below as well as those referenced in the Scope of Services:

- (a) plumbing;
- (b) heating, ventilating, air conditioning;
- (c) water supply and waste water disposal;
- (d) structural (design and engineering);
- (e) mechanical;
- (f) civil site work;
- (g) fire alarm systems;
- (h) interior design and furniture selection;
- (i) landscaping & irrigation;
- (j) geotechnical services;

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- (k) signage and graphics;
- (l) acoustical/sound/video engineer where applicable;
- (m) security systems;
- (n) Level 1 Environmental Report;
- (o) such other work as may be required by the COUNTY, and which if required, shall be compensated as Additional Services; and
- (p) surveying services, making sure that a singular survey is used throughout.

The CONSULTANT shall not replace any subconsultants identified in its Proposal to the COUNTY, or any subconsultants otherwise approved by the COUNTY, without the COUNTY'S Designated Representative's prior written consent, which shall not be unreasonably withheld.

(9) Assist the CONSTRUCTION MANAGER and COUNTY in the bid, or bids, of the Project and in analyzing the bids and making appropriate recommendations to the COUNTY on the award of contracts relative to the Project. The CONSULTANT shall also assist the CONSTRUCTION MANAGER and COUNTY in conducting pre-bid and/or pre-award conferences as well as assist in presenting these matters to the Seminole County Board of County Commissioners. The CONSULTANT should anticipate making one formal presentation per phase to the Seminole County Board of County Commissioners and on an informal basis to staff on a regular and continuous basis throughout the duration of the design and construction of the Project. The CONSULTANT shall also prepare, at its own expense, such free hand renderings as may be reasonably requested by the COUNTY. The CONSULTANT shall also prepare, at its own expense, one presentation whiteboard quality site/building model and drawings for one full size court room mock-up. Any additional models or full size mock-ups shall be considered a reimbursable expense. The CONSULTANT should anticipate meeting at least once monthly

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with the COUNTY personnel and facilities' users during design and weekly during construction of the Project as contemplated by the Project Design Schedule attached hereto as Exhibit "D".

(10) Participate with the COUNTY and CONSTRUCTION MANAGER in the preparation and recommendation of value engineering lists should value engineering for the Project become necessary.

(11) Provide construction contract administration services as stated herein, and as shown in the AIA A201 General Conditions of the Contract for Construction, as modified, and which is a part of the COUNTY'S Contract with the CONSTRUCTION MANAGER. To the extent there exists a conflict between this Agreement and the A201 as modified, this Agreement shall control.

(12) Approve and certify payments due to the CONSTRUCTION MANAGER as provided in the construction Contract Documents.

(13) Review with the COUNTY staff and respond to claims which may arise on the Project as provided in the construction Contract Documents, as an additional service.

(14) Review and approve all shop drawings and submittals, within fourteen (14) calendar days of receipt by CONSULTANT, for conformity to project manual and drawings and obtain a copy of each shop drawing for the COUNTY at same time as the CONSTRUCTION MANAGER's approval is granted.

(15) Conduct at least weekly on-site observations and submit reports as work progresses and at all critical phases of construction; conduct on-site inspection prior to submittal of certificate of substantial completion for COUNTY acceptance; attend weekly meetings; review the list of deficiencies and omissions (punch list) submitted by the CONSTRUCTION MANAGER; on-site inspection to confirm completeness of list for approval of final payment prior to approval of final payment. The CONSULTANT, after reviewing the CONSTRUCTION

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MANAGER's list, shall prepare its own punch list to insure that all defects or omissions are noted and corrected. The CONSULTANT shall also conduct the final on-site inspection and such other on-site inspections as are necessary to verify completion of listed defects and omissions.

(16) Review and make recommendations to the COUNTY for any and all requested Change Orders;

(17) Obtain from the CONSTRUCTION MANAGER and review for completeness and acceptability complete project records including project manual(s), as-built drawings and mylar drawings from the CONSTRUCTION MANAGER corrected to show all construction changes, additions, and deletions along with an indemnification and release from the CONSTRUCTION MANAGER. The CONSULTANT shall also provide CONSTRUCTION MANAGER with CADD disks to assist the CONSTRUCTION MANAGER in the preparation of the as-built drawings. CADD disks shall be formatted in the version of Autocadd in use at completion of Construction Documents.

(18) Prepare and submit for approval by COUNTY a certificate of substantial completion and a final certification of completion for the Project(s), including all required certifications by CONSULTANT. Obtain from CONSTRUCTION MANAGER and review for completeness, have corrected if necessary, and submit to COUNTY all warranties, owner manuals and other such documents; required to formally closeout the Project.

(19) If requested by COUNTY, consult with and advise the COUNTY regarding problems with the Project during the one-year period for correction of work with the CONSTRUCTION MANAGER.

(20) Approximately one month after substantial completion of the Project, CONSULTANT shall coordinate a complete building systems operational review to assure the

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COUNTY that all systems, including but not limited to the HVAC systems, are installed and working correctly and in accordance with the Contract Documents.

(21) Approximately eleven months (11) after project substantial completion the CONSULTANT shall coordinate the Building call-back Inspection. This inspection will address all items under warranty or guarantee and determine if satisfactory performance has been rendered. The CONSULTANT will notify the COUNTY of the date and time of the inspection. The CONSULTANT shall attend this inspection.

(22) Approximately eighteen months (18) after substantial completion, the CONSULTANT shall provide for a roofing two (2) year call-back inspection (when applicable). This inspection will address all items covered by the roofing project warranty and determine if the roof has any deficiencies requiring warranty service. The CONSULTANT will notify the other necessary parties prior to the warranty expiration. The CONSULTANT and the CONSTRUCTION MANAGER shall attend.

(23) The CONSULTANT, as an additional service, shall provide consultation services to the COUNTY if requested, involving asbestos contamination, but will not be required to perform any asbestos abatement.

(24) CONSULTANT shall carry out its services in a professional, expeditious and economical manner consistent with the interests of the COUNTY. CONSULTANT agrees that it will design sound, fully functioning and complete Project which meet or exceed all applicable codes and regulations.

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced within thirty (30) days of execution of this Agreement by the parties and shall terminate thirty (30) days after final payment has been made to the CONSTRUCTION MANAGER upon completion of the Project, or after the expiration of forty-

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eight (48) months from the date of this Agreement, whichever occurs first. However, this Section is subject to the following provisions which shall survive termination of this Agreement under this Section: All call-back inspections identified in SECTION 1 above, all indemnification obligations, warranties and guarantees required hereunder. Time is of the essence concerning performance of all of the obligations of the CONSULTANT and COUNTY under this Agreement.

SECTION 3. TIME AND ORDER OF ARCHITECT'S SERVICES

(a) The CONSULTANT shall furnish the documents and provide the services herein required in such sequence and at such times as are necessary for prompt prosecution of the work of design and construction of the Project. All deadlines contained within this Agreement for the CONSULTANT to perform certain tasks are of the essence to this Agreement and may be extended solely by the written consent of the COUNTY.

(b) CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services.

SECTION 4. COUNTY'S DUTIES

(a) The COUNTY shall provide full information in a timely manner regarding requirements for and limitations on the Project.

(b) The COUNTY'S designated representative (hereinafter "REPRESENTATIVE") shall be Mr. Scott Werley, who is authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY or the COUNTY'S REPRESENTATIVE shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

SECTION 5. COMPENSATION AND PAYMENT

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(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the sum of _____ AND NO/100 DOLLARS (\$_____). The fixed fee shall be comprised of separate fee components for each phase of this Agreement, and will be billed and paid monthly as follows: 1) for pre-construction services based upon a percentage of the CONSULTANT'S work actually completed and accepted; and 2) for construction services, based upon a percentage of the construction work actually completed. The CONSULTANT shall provide, as a condition precedent to receiving payment for any services hereunder, a schedule of services which identifies in detail the portions of its fixed fee allocated to the various Services to be provided in accordance with this Agreement. CONSULTANT shall perform all work required by the Scope of Services and the terms of this Agreement, but in no event, shall CONSULTANT be paid more than the fixed fee amount stated above, except by authorized Amendment. Compensation for "Additional Services" shall be paid at the rates as contained in Exhibit "E" "Rate Schedule," attached hereto.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Upon review and approval of CONSULTANT'S invoice, the COUNTY shall, within thirty calendar (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

(c) In the event the CONSULTANT falls behind the schedule outlined in this Agreement, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved by the COUNTY, or until all work has been completed and accepted by the COUNTY.

(d) Additional Services are those provided by the CONSULTANT at the request of the COUNTY, approved in advance by the COUNTY, and not otherwise a requirement of this Agreement. Additional Services shall be paid for as outlined in paragraph (e) below.

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(e) CHANGES IN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:

If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation as Additional Services. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation proposal and submitted to the REPRESENTATIVE for prior written approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by written amendment to this Contract. In all disputes arising over the right to additional compensation, the COUNTY shall reasonably determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents result in additional compensation to the CONSULTANT.

Upon the request of the COUNTY, and as an additional service, the CONSULTANT shall provide a full time on site construction services representative at the not to exceed amount of \$_____ per year, the exact amount to be negotiated at the time of such request.

The COUNTY reserves the right to change the CONSULTANT'S Scope of Services and the CONSULTANT agrees to provide and perform such reasonable changes in services as are requested and authorized by written order by the COUNTY and subject to any adjustment in compensation as set forth herein.

In the event the COUNTY issues the CONSULTANT a written order or directive to change the Scope of Services, and the COUNTY and the CONSULTANT do not arrive at a mutually acceptable change in the contractually established compensation and/or schedule at the time the written order or directive is issued, the CONSULTANT shall proceed with the change in services and shall not use such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or completion of any of the services or work to be provided or performed by

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the CONSULTANT pursuant this Contract. Any and all such changes in the Scope of Services which will result in a change in the CONSULTANT'S contractually established compensation or work schedule shall be confirmed by the COUNTY'S issuance of a written amendment to this Contract.

(f) NO COMPENSATION FOR SERVICES REQUIRED DUE TO CONSULTANT'S ERRORS OR OMISSIONS: Notwithstanding anything to the contrary expressed elsewhere in this Contract, no professional services made necessary by any error, omission or fault of the CONSULTANT to provide or perform it's duties, responsibilities or obligations under this Agreement shall be compensated under this Agreement.

SECTION 6. BILLING AND PAYMENT

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A description of the services rendered with sufficient detail to identify the exact nature of the work performed; and

- (4) Such other information as may be required by this Agreement or reasonably requested by the COUNTY from time to time.

The original invoice shall be sent to:
County Finance
Seminole County Board of County Commissioners
Post Office Drawer Q
Sanford, Florida 32772-0869

A duplicate copy of the invoice shall be sent to:

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Scott Werley
205 West County Home Road
Sanford, Florida 32773

(5) Reimbursable expenses are in addition to compensation for the CONSULTANT'S services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees, vendors, and consultants directly related to the Project, as identified in the following clauses:

- (A) transportation in connection with the Project, authorized out-of-town travel (no transportation costs shall be reimbursable unless it extends outside a three hundred (300) mile radius one way from CONSULTANT'S designated office) and subsistence, and electronic communications;
- (B) fees paid for securing approval of authorities having jurisdiction over the Project;
- (C) reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- (D) expense of overtime work requiring higher than regular rates if authorized in advance by the COUNTY;
- (E) All reimbursable expenses hereunder shall be capped at \$_____ for the duration of this Agreement. Any request by CONSULTANT to exceed this cap must be submitted in writing, in advance of incurring any such expense, to the COUNTY for consideration. Consent by the COUNTY shall not be unreasonably withheld. All reimbursable requests hereunder shall comply with the requirements of the State of Florida for

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reimbursement by public agencies, and shall specifically comply with the requirement of Chapter 112, Florida Statutes.

(b) Payment shall be made in accordance with Sections 5 and 6 herein.

(c) 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 or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 7. AUDIT OF RECORDS

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT during performance of this Agreement and after final payment only to ensure payment to subconsultants or vendors of the CONSULTANT for this Agreement. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT if it has evidence that subconsultants or vendors have not been paid.

(b) 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 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 subsection (a) of this Section.

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

SECTION 8. CONTRACT ADMINISTRATION

(a) CONSULTANT, shall make no less than one (1) site visit a week during construction of each Project as well as at all critical stages of construction or as requested by COUNTY for the purpose of guarding the COUNTY against non-performance, defects and deficiencies in the work and, to determine in general if the work is proceeding in accordance with the Contract Documents. Such visits shall be made when the CONSULTANT either is advised by the CONSTRUCTION MANAGER or the COUNTY of critical stages in construction or when deemed necessary by the CONSULTANT.

(b) The CONSULTANT shall not be responsible for the detection of concealed or latent defects or deficiencies in the CONSTRUCTION MANAGER's work except those that would be readily observable by the CONSULTANT during any site visit or as may be called to CONSULTANT'S attention by COUNTY, CONSTRUCTION MANAGER, OWNER'S REPRESENTATIVE or any inspectors. CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures utilized by the CONSTRUCTION MANAGER and subcontractors. The CONSULTANT shall report to the COUNTY deviations from the Contract Documents and from the most recent Construction Schedule submitted by the CONSTRUCTION MANAGER. While administering the construction contract, the CONSULTANT shall act as an independent owner's representative with regard to the CONSTRUCTION MANAGER. CONSULTANT shall not be responsible during visits to the site, or at any other time, for occupational safety or health, compliance with

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occupational safety and health guidelines, safety precautions, or regulations or the means and methods or procedures of construction which should be utilized to protect the COUNTY or its CONSTRUCTION MANAGER, subcontractors, or their agents, laborers, materialmen, or guests from injury on or near the site of construction during the period of construction.

(c) The CONSULTANT shall furnish a copy of its site visit report to the COUNTY and the CONSTRUCTION MANAGER, OWNER'S REPRESENTATIVE within five (5) working days from the CONSULTANT'S site visit.

(d) The CONSULTANT shall advise COUNTY in writing of special problems and recommended changes necessitated by unforeseen conditions encountered in the course of construction.

(e) The CONSULTANT shall deliver to the COUNTY copies of all approved shop drawings and submittals, approvals, additional drawings and directions received from or given to the CONSTRUCTION MANAGER upon receipt of documents by CONSULTANT or upon action being taken.

(f) The CONSULTANT shall submit to COUNTY, prior to any of the work being done, all proposed change orders which change the scope of the Project and which will result in an increase or decrease in gross construction cost. All such proposed change orders shall be reviewed by the CONSULTANT and a recommendation made to the REPRESENTATIVE concerning whether such proposed change order should be accepted. Absolutely no work performed will be paid for by COUNTY unless within the original scope of project or done under authority of written change order approved by COUNTY.

SECTION 9. OWNERSHIP OF DOCUMENTS All deliverable reference data, survey data, plans, specifications and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after final payment for

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the specific service provided is made to CONSULTANT or upon any termination of this Agreement. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT, unless the CONSULTANT, has been terminated hereunder.

SECTION 10. FORM AND NUMBER OF DOCUMENTS

(a) For each phase, CONSULTANT agrees to furnish and provide to COUNTY _____copies of all plans, specifications, drawings and other documents (except correspondence) prepared by CONSULTANT hereunder, same to be furnished as the same are prepared and completed by CONSULTANT, and if COUNTY requires additional copies of any of same, CONSULTANT will promptly furnish the same to COUNTY upon request for the reasonable cost of the reproduction of same. COUNTY may, at COUNTY'S expense, obtain a set or sets of reproducible prints of any or all drawings and other documents prepared hereunder by CONSULTANT for the project, and CONSULTANT agrees to make available all such drawings and other documents available for such purpose upon COUNTY'S request. The CONSULTANT shall provide _____ sets of reduced drawings and CADD disks in the latest available format at no additional cost to the COUNTY.

SECTION 11. TERMINATION

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT'S Agreement obligations. The COUNTY shall have the absolute right and option to terminate this Agreement without cause at the completion by the CONSULTANT of any phase of work identified herein. Any payment to be made to the CONSULTANT shall be done in accordance with Sections 5 and 6 of this Agreement. Upon receipt of such notice, the CONSULTANT shall:

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

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials 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. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the 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 Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for 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 out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, 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 the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be 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.

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

SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT 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, national origin, or disability and will maintain a policy to require that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. 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 13. NO CONTINGENT FEES CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT , any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its 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 14. ASSIGNMENT This Agreement or any money due or to become due hereunder may not be assigned by CONSULTANT to any other party without the prior written approval of the COUNTY of such proposed assignment. CONSULTANT specifically agrees not to assign, sell, or transfer any accounts receivables under this subcontract to any third party factoring company or related business. COUNTY SHALL NOT BE LIABLE

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TO ANY THIRD PARTIES FOR PAYMENT OF ANY ASSIGNED ACCOUNTS RECEIVABLES.

SECTION 15. SUBCONSULTANTS In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the REPRESENTATIVE. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates. All geotechnical consultants required for either of the Project contemplated under this Agreement shall be retained by the CONSULTANT as subconsultants. Such geotechnical consultants shall not be in direct contractual privity with the COUNTY.

SECTION 16. INDEMNIFICATION OF COUNTY To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the COUNTY, its officers, agents, and employees from all damages, losses, or expenses, including attorneys' fees, arising from any claims, demands, causes of action of whatever kind or nature arising out of or allegedly arising out of, or related to the performance of the services under this Agreement by CONSULTANT, its subconsultants, officers, employees, or agents. This indemnification shall extend to claims of loss to the extent caused by any negligent or intentional act or omission of CONSULTANT or any of its agents, employees, or subcontractors.

SECTION 17. OTHER CONDITIONS

(a) The COUNTY'S review or approval of the project documents does not relieve the CONSULTANT of its responsibility for any errors or omissions subsequently discovered in the documents.

SECTION 18. INSURANCE

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(a) General. The CONSULTANT shall at the CONSULTANT'S own cost, procure the insurance required under this Section. However at the COUNTY'S option, all or a portion of the insurance requirements hereunder may be included in a wrap-up policy and the CONSULTANT'S fee will be reduced accordingly.

(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 additional named 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, non-renewal 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 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.

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(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including CONSULTANT'S 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.

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(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 Section. 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) CONSULTANT'S insurance shall cover the CONSULTANT and its subcontractors of every tier for those sources of 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. 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)

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(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 those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount of coverage specified for each project as follows:

LIMITS	
General Aggregate	\$6 Million Dollars
Personal & Advertising Injury Limit	\$6 Million Dollars
Each Occurrence Limit	\$6 Million Dollars

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of

not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) per claim and FOUR MILLION AND NO/100 DOLLARS (\$4,000,000) in the aggregate.

(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

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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 claims-made basis, and 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 19. ALTERNATIVE DISPUTE RESOLUTION (ADR)

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the CONSULTANT agrees to exhaust COUNTY ADR procedures as a condition precedent 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 and ADR procedures therefore are 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.

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(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. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 20. REPRESENTATIVE OF COUNTY AND CONSULTANT

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon execution of this Agreement, shall designate and advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the 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. The Owner's Representative shall be Scott Werley.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation. The CONSULTANT designates _____ hereunder.

SECTION 21. 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

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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 22. 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. No term or provision of this Agreement may be waived by the COUNTY except in writing signed by its duly authorized officer or agent.

SECTION 23. CONTRACT DOCUMENTS The Contract Documents which form the Agreement between the COUNTY and CONSULTANT are this Agreement and all Exhibits thereto. In the event of any conflict between this Agreement and any other writing, this Agreement controls as to the duties, liabilities and responsibilities of the CONSULTANT.

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 copartners 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 an independent CONSULTANT 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.

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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 1, 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 1, 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. NOTICES Whenever either party desires to give notice unto the other, it must be given by written notice, sent by 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 SEMINOLE COUNTY:

Scott Werley
205 West County Home Road
Sanford, Florida 32773

FOR CONSULTANT:

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SECTION 29. RIGHTS AT LAW RETAINED The rights and remedies of the COUNTY and CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 30. 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, including, but not limited to, those relating to environmental concerns. 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 31. CONFLICT OF INTEREST

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

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(d) The CONSULTANT hereby certifies that neither the CONSULTANT, nor any officer, agent or employee of CONSULTANT has any material interest either directly or indirectly, in the business of the CONSTRUCTION MANAGER or the business of the OWNER'S REPRESENTATIVE for the project, or any of the CONSTRUCTION MANAGER's subcontractors or vendors.

SECTION 32. VENUE Venue and jurisdiction for litigation arising under this Agreement shall lie solely within the appropriate state court in Seminole County, Florida. This contract shall be interpreted in accordance with the laws of the State of Florida.

SECTION 33. INCORPORATION CLAUSE The recitals contained within the "WHEREAS" clauses are hereby incorporated into the Agreement and are material terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

BY: _____

DATE: _____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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ATTEST:

BY: _____
_____, Chairman

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

DATE: _____

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

As authorized for execution by the Board
of County Commissioners at their
_____, 2006,
regular meeting.

County Attorney

Attachments:

- Exhibit "A" – Scope of Services
- Exhibit "B" – Strollo Architects, Inc. Needs Study
- Exhibit "C" – COUNTY'S Site Master Plan
- Exhibit "D" – Project Design Schedule
- Exhibit "E" – Rate Schedule
- Exhibit "F" – Truth in Negotiations

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Project Scope**PS-0369-05/DRR****John E. Polk Correctional Facility Expansion**

Seminole County Board of County Commissioners requires the services of a qualified consultant to provide full Architectural and Engineering Services for their Jail Expansion Project. The project includes the development of a new housing pod and the renovation/expansion of existing support spaces. It is anticipated that the cost for this project, inclusive of all fees, costs, and contingencies will be approximately \$30 million, with actual construction cost running in the \$23 to \$24 million range.

The John E. Polk Correctional Facility is located at Seminole County's Five-Points Complex, just off 17-92 in Sanford. The existing facility was built in 1985 and currently can house 812 inmates. The current structure is 192,000 square feet and is a single story structure with some bi-level housing units. Although the facility sits directly west of the County's Criminal Justice Center, it is not currently connected to that facility by any means.

It is anticipated that the new addition will be a multi-story structure located on the east side of the existing facility and connected to the County's Criminal Justice Center by an elevated walkway/bridge or tunnel. Although the new addition is primarily a new housing unit, it is anticipated the new addition will also include new intake and medical areas.

Architectural and Engineering services needed for this project include the development of a space program for the facility. The program/plan should estimate space needs through the year 2030 and provide a projection of bed needs and classification types as well as facility square footage. Although the County plans a limited expansion at this time, it is the desire of the County to develop a plan for growth of the facility. With that said, the Architectural and Engineering firm selected will need to develop a phased approach to meeting the facilities future needs. The plan/program should also include conceptual blocking and stacking diagrams for building space allocation, recommended adjacencies, and circulation systems.

Besides those services mentioned above, the Architectural and Engineering services to be provided include structural, mechanical, and electrical engineering services, civil, traffic, cost estimating, landscape and irrigation design, interior design, signage and graphics, and security system design. These services will also include Construction Procurement Services (including the production of Bid/Contract Documents - Drawings and Specifications, attendance at pre-bid meetings, etc), Contract Administration Services (including reviewing change orders and substitution requests, site visits, etc.) and schedule development and monitoring.

The Seminole County Sheriff's Office and the Board of County Commissioners have an extremely cooperative relationship. It is the desire of both to maximize the number of beds in the new addition by using a combination of dormitory and direct supervision beds. The project team will be made up of staff from both entities with the County taking the lead on the project.

EXHIBIT E

FINAL DRAFT

April 2000

VEHICLE
SALLY PORT**NEEDS STUDY**

Projections and Planning Strategies for the

SEMINOLE COUNTY JAIL

Sanford, Florida

INTAKE/TRANSFER/RELEASE

STROLLO
ARCHITECTS INC.

*The Complete Report Will Be Included In The Final Agreement and is Available for Review in Purchasing and Contracts Office.

"C" POD
MAXIMUM
SECURITY

EXHIBIT “C”

COUNTY’S SITE MASTER PLAN

EXHIBIT "D"

PROJECT DESIGN SCHEDULE

EXHIBIT "E"

RATE SCHEDULE

EXHIBIT "F"

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS- 0369-05/DRR * are accurate, complete, and current as of _____ (Date)**.

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)