

PROFESSIONAL SERVICES

13. Approve the Ranking List; Authorize Negotiations, and Award PS-5175-04/AJR – Master Plan Interim Updates. (Estimated Contract Value \$1,350,000.00).

PS-5175-04/AJR will provide professional assistance with interim updates to the County's water, wastewater, and reclaimed water master plan.

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

Black and Veatch Corporation;
Dyer, Riddle, Mills & Precourt, Inc.;
Hazen and Sawyer, P.C.;
PBS&J, Inc.;
Reiss Environmental, Inc.

The Evaluation Committee, which consisted of Robert G. Adolphe, P.E., Director of Environmental Services; Gary Rudolph, Utilities Manager; Hugh P. Sipes, Senior Engineer; Jeffrey F. Thompson, P.E., Senior Engineer; and Dennis Westrick, P.E., Manager PEI evaluated the submittals and short-listed the following three firms:

Hazen and Sawyer, P.C;
PBS&J, Inc., Orlando;
Reiss Environmental, Inc.;

The Evaluation Committee interviewed the three (3) short-listed firms giving consideration to the following criteria:

Approach to Project/ Innovative Solutions;
Qualifications of Proposed Personnel and Firm;
Similar Recent Project Experience;
Workload/Ability to Perform.

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

Hazen and Sawyer, P.C.;
Reiss Environmental, Inc.;
PBS&J, Inc., Orlando.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the Board approved project budget and negotiated on an as-needed basis for the project. The estimated contract value is \$1,350,000.00. The first year is estimated at \$750,000.00 and subsequent years are valued at \$150,000.00/year. The term of the agreement shall commence upon execution and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for two (2) additional periods not to exceed one (1) year each.

Environmental Services/ Planning Engineering and Inspections Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate, and authorize the Chairman to execute a Master Agreement as prepared by the County Attorney's Office.

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

PS NUMBER: PS-5175-04/AJR
PS TITLE : Master Plan Interim Updates
DATE: December 29, 2004 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Black & Veatch Corporation 201 S. Orange Ave., Suite 500 Orlando FL 32801 David J. Carlson, V.P. 407-419-3500 – Phone 407-419-3501 – Fax	Dyer, Riddle, Mills & Precourt, Inc. 1505 East Colonial Drive Orlando FL 32806 Stephen L. Precourt, P.E. 407-896-0594 – Phone 407-896-4836	Hazen and Sawyer, P.C. 10002 Princess Palm Avenue Suite 200 Tampa FL 33619 Damann L. Anderson, P.E. 813-630-4498 – Phone 813-630-1967 – Fax	PBS&J, Inc. 482 South Keller Road Orlando FL 32810-6101 Robert A. Morrell, P.E., DEE 407-647-7275 – Phone 407-647-0624 – Fax	Reiss Environmental, Inc. 12001 Research Pkwy, Suite 228 Orlando FL 32826 C. Robert Reiss, P.E. 407-679-5358 – Phone 407-679-5003 – Fax

Tabulated by Amy J. Rossi, CPPB – Posted 03/10/2005 (7:30 A.M.)

Evaluation Committee Meeting: 01/12/2005 at 3:30pm, located at 500 West Lake Mary Blvd., Large Conference Room TBD

Evaluation Committee Meeting: 02/18/2005 at 3:30pm, located at 500 West Lake Mary Blvd., Large Conference Room, Sanford, Florida

Short Listed Firms: Hazen and Sawyer, P.C., PBSJ, Inc., Reiss Environmental, Inc.

Presentations Date: March 9, 2005 at 1pm, located at 500 West Lake Mary Blvd., Large Conference Room, Sanford, Florida

Recommendation: Hazen and Sawyer, P.C. (BCC Date: 04/12/2005)

Presentation Ranking PS-5175-04/AJR -Interim Updates

	<u>Robert G. Adolphe</u>	<u>Gary Rudolph</u>	<u>Hugh Sipes</u>	<u>Jeff Thompson</u>	<u>Dennis Westrick</u>	<u>Total</u>
Hazen & Sawyer	3	1	2	1	1	8
PBSJ	1	3	3	2	2	11
Reiss Environmental	2	2	1	3	3	11

<u>Shortlisted Firms</u>	<u>Score</u>	<u>Ranking</u>
Hazen & Sawyer	8	1
PBSJ	11	2
Reiss Environmental	11	2

Presentation Ranking for Master Plan Interim Updates (PS-5175-
04/AJR)

QUALIFICATION TEAM
CONSENSUS REPORT AND RECOMMENDATION

SUMMARY SCORES AND RANKINGS

<u>FIRMS</u>	<u>RANKING</u>	<u>OVERALL RANKING</u>
Hazen & Sawyer	8.00	1
PBSJ	11.00	2
Reiss Environmental	11.00	2

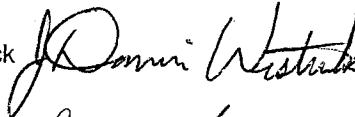
The Evaluation Committee makes the following recommendation:

SIGNATURES:

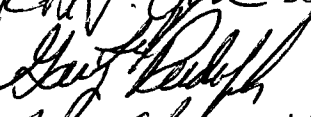
Bob Adolphe



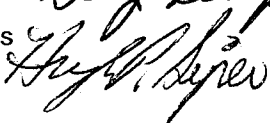
Dennis Westrick



Gary Rudolph



Hugh Sipes



Jeff Thompson



INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim Updates

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	<u>90</u>	(50%)
INCORPORATION OF BEBER #S INTO PROJECTIONS		<u>45</u>
MODEL CONFIGURATION PROCESSES		
ES&I BUSINESS PARTNER		
LARGE IT STAFF		
Similar Project Experience	<u>92</u>	(20%)
PREVIOUS S/C MASTER PLAN		<u>18.4</u>
ORANGE CO., VOLUSIA WSP		
LOCAL OFFICE		
Innovative Ideas	<u>92</u>	(20%)
DISCUSSION ON REUSE AND NEW LIMITS		<u>18.4</u>
TIE IN TO WFLA LEGISLATION - WRAP IN WW MP		
GOOD DEMONSTRATION OF OVERLAY CAPABILITY		
FUNNELING DATA INTO PROCESS FOR REPORTING & INFORMATION	<u>90</u>	(10%)
Quality of Presentation		<u>9</u>
VISUALS GOOD		
REAL TIME EXAMPLES		
		<u>90.8</u>
Comments and Notes: _____		

Rater's name: BOB ADOLPHE

Signature: [Signature]

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

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

INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim

Name of the Firm: Reiss Environmental

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	<u>90</u>	(50%)
<u>COLLABORATION W/ ESRI</u>		<u>45</u>
<u>INTEGRATION OF ALL WATER SOURCES</u>		
<u>HYDRAULIC MODELING AND WATER QUALITY (WATER AGE)</u>		
<u>INCLUDE LIFE CYCLE COSTING</u>		
Similar Project Experience	<u>88</u>	(20%)
<u>PROJECT MANAGER BUILT PREVIOUS S/C HYDRAULIC MODEL</u>		<u>17.6</u>
<u>O/C HYDRAULIC MODELING</u>		
<u>CURRENTLY MP PROCESS FOR FT. ST. LUCIE</u>		
<u>HYDRAULIC MODELING UPDATING FOR CITY OF TAMPA</u>		
<u>MANY REUSE PLANNING PROJECTS</u>		
Innovative Ideas	<u>90</u>	(20%)
<u>GEOGRAPHIC DATA BASE WITH MULTI-LAYERS</u>		<u>18</u>
<u>COMBINING MASTER PLAN AND HYDRAULIC MODELING UPDATES</u>		
<u>UTILIZE ESRI S/C APPRAISER MAP</u>		
Quality of Presentation	<u>90</u>	(10%)
<u>CLEAR AND GOOD VISUALS</u>		<u>9</u>
		<u>89.6</u>
Comments and Notes: _____		

Rater's name: _____ Signature: _____

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INTERVIEW RATING FORM

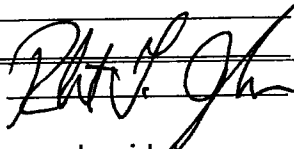
Date: March 9, 2005

Interview for (work): Interim Updates

Name of the Firm: Hazen & Sawyer

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Proposed Approach to Performing the Work/Strategy</i>	<u>88</u>	(50%)
WEB BASED INFORMATION INCLUDING WATER QUALITY		44
# OF PLANTS WRONG - FIELD CALIBRATION		
MAPS ON WEB		
FLU APPLICATIONS		
WATER QUALITY ISSUES		
Similar Project Experience	<u>89</u>	(20%)
		17.8
MOST IN FL. ELSEWHERE		
NOT LOCAL - IN TAMPA		
PROJ MANAGER HAS S/C EXP.		
<i>Innovative Ideas</i>	<u>88</u>	(20%)
ON LINE PROJECTIONS		17.6
DISCUSSION ON PROJECTIONS AND DERIVATION		
MIGRATION OF MIP INTO WEB BASED		
EXAMPLE OF LAND USE AND DEMAND		
Quality of Presentation	<u>90</u>	(10%)
		9
PRESENTERS ARE THE SAME AS PROJECT TEAM		
INTERACTIVE FOR DATA MANIPULATION		
		<u>88.4</u>
Comments and Notes: <u>BASIS OF PROJECTIONS</u>		

Rater's name: BOB ADOLPHE

Signature: 

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Interview for (work): Interim Updates

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	85	(50%)
Serve as an Extension to SC Staff, coordinate w/ other SC consultants	42.5	
Migrate SCADA data to Web Based MP, including Billing Data, EN51		
Proposed workshops w/ SC staff, update GIS & CIP		
Field calibrate Hydraulic Model		
Weekly contact		
Similar Project Experience	85	(20%)
Focused strictly on H ₂ O & WW for Utilities, 20+ staff in FL	17	
Jupiter FL, Sarasota County, McDill AFB, Tampa Bay		
Water - demand forecasting		
Innovative Ideas	80	(20%)
Major paradigm shift, new technologies	16	
State-of-the-Art technologies		
Migrate paper MP to Web format using ASP.NET		
WW modeling using water age, H ₂ O chemistry, trace analysis		
Quality of Presentation	90	(10%)
Excellent presentation with real-life applications	9	
Good honest answers to questions		
	84.5	

Comments and Notes: stated SC has (12) WTPs - incorrect!

Not a lot of focus on calibrating hydraulic model

Drawback - No local office, still in Tampa

Rater's name: T. Dennis Westrick

Signature: _____

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

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
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INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim Updates

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	<u>80</u>	(50%)
Team player w/ SC staff, incorporate new technologies		
Presented proposed methodology to develop an Enterprise Info. System		40.0
Reuse Optimization		
★ Utilize New IT for MP Process, proposed automation of databases & integration		
Similar Project Experience - Pam Holcomb - PM	<u>90</u>	(20%)
PBS & J very experienced w/ SC & staff, prepared MPU-2003		
Lots of experience in MP in Central FL, Indian River & Broward Counties		18.0
Orange County MP using a lot of proposed databases & IT solutions		
Innovative Ideas	<u>85</u>	(20%)
Hot Topics - Water Supply, Water Reuse Optimization, Cash Flow		17.0
- Wekiva Legislation, CUP, ALT. H ₂ O, Regional Supply		
New Technology - migrate to Info Water (EPS, WQ Anal, etc)		
Residential Reclaimed Retrofit, Reuse optimization		
Quality of Presentation Good comprehensive utilizing all team members	<u>80</u>	(10%)
Presented Summary of Wekiva Presentation Act & DEP Recommendations & DCH Recommendations		8
Very technology oriented		<u>83.0</u>
Comments and Notes: Good example using Indian River County MPO		
Info Water software is ~15K from		
Good answers to questions, Prasad is very knowledgeable w/ IT		

Rater's name: J. Dennis Westrick

Signature: J. Dennis Westrick

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(3)

INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim

Name of the Firm: Reiss Environmental

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	<u>75</u>	(50%)
Teamed w/ ESRI (experts in GIS & Web-based technology) Increase staff efficiency by eliminating data redundancy Take a "systems" view Strategic planning approach using data collection & streamlining Define deliverables	<u>37.5</u>	
Similar Project Experience — Ed Talton w/b PM	<u>75</u>	(20%)
Ed Talton built hydraulic model for SC back in 1999 Specific projects mentioned included Port St. Lucie & Tampa Water Dept. — also, team members have performed reuse master plans ESRI project for City of Ft. Lauderdale also Financial Plan for Charlotte, NC	<u>15.0</u>	
Innovative Ideas Org Chart shows BCC at top	<u>80</u>	(20%)
Goals included 1) Increase staff efficiency 2) Integrate all MPs 3) Update CIP via real time prioritization 4) Develop Web Based MP	<u>16</u>	
Quality of Presentation Good presentation utilizing ESRI	<u>85</u>	(10%)
as well as Reiss staff Good overview of Port St. Lucie MP also GIS & Data Mgmt study for Orange County	<u>8.5</u>	
(77)		
*Mentioned impact of changes in Regulations Comments and Notes: Too much time spent on technology not enough on MP elements, no mention of Waking Legislation and potential impacts. No good answers		
Rater's name: <u>J. Dennis Westrick</u>		Signature: <u>[Signature]</u>

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?? — Status of PSL MP — no Web-based
 — exper: in work, w/ client IT Depts

INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim Updates

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	90	(50%)
Scaling w/ growth & build out. Very comprehensive approach and discussion of just about every issue the County is facing (e.g. reclaimed CUP development pressures, etc.) Addressed Wetland Protection Act. Wastewater Facilities Plan. Demonstrated user interface proposed did not appear to be very user friendly to non-technical personnel.	95	(20%)
Similar Project Experience		
More Central Florida master planning experience than anyone else.		
Innovative Ideas	85	(20%)
Proposes use of InfoWater; proposed system incorporates just about every IT system the County has		
Quality of Presentation	85	(10%)
As with the written presentation, proposal presented seemed too far-reaching, covering far more than the intended scope.		
Comments and Notes: <u>Good presentation, but PBS&J tried to pack too much into this.</u>		

Rater's name: Jeffrey F. Thompson

Signature: [Signature]

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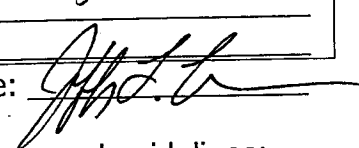
March 9, 2005

Interview for (work): Interim

Name of the Firm: Reiss Environmental

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	<u>90</u>	(50%)
Team-Reiss + ESRI. "Proactive + Interactive, not Reactive" ESRI has very large staff. Integrate ALL Master Plans (WQ, Hydraulic, Supply, etc.) Iterative process, not static.		
Similar Project Experience	<u>85</u>	(20%)
Port St. Lucie, Tampa Bay Water		
Innovative Ideas	<u>90</u>	(20%)
Some of the ideas presented were good, but slightly too abstract and conceptual		
Quality of Presentation	<u>80</u>	(10%)
ESRI's portion of the presentation was far too "technocentric" - focusing more on nuts + bolts than an overview as would have been preferable.		
Comments and Notes: <u>Never bring people to a presentation who don't have a speaking role. ESRI should have had a lesser role in the presentation.</u>		

Rater's name: Jeffrey F. Thompson

Signature: 

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INTERVIEW RATING FORM

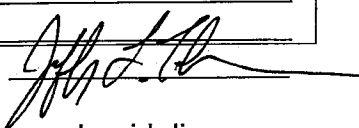
Date: March 9, 2005

Interview for (work): Interim Updates

Name of the Firm: Hazen & Sawyer

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Proposed Approach to Performing the Work/Strategy</i> <i>Solely focused on Water/Wastewater. Very good grasp of our existing systems and issues affecting the County. Proposed use of existing H2O Net</i>	<u>95</u>	(50%)
<i>Similar Project Experience</i> <i>MacDill AFB, strong GIS experience; Tampa Bay Water demand forecasting</i>	<u>85</u>	(20%)
<i>Innovative Ideas</i> <i>Real time updates of data for feedback to County Mgmt, etc. Migrate reference to decision making tool. Demonstrated a very balanced approach.</i>	<u>90</u>	(20%)
<i>Quality of Presentation</i> <i>Excellent presentation with very useful/illustrative demonstrations.</i>	<u>95</u>	(10%)
Comments and Notes: <u>Very polished and informative presentation</u>		

Rater's name: Jeffrey F. Thompson

Signature: 

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Interview for (work): Interim Updates

Name of the Firm: Hazen & Sawyer :

Rater's name: Hugh Sipes

Signature: [Signature]

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

- | | |
|----------|--|
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2

INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim Updates

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	94	(47) (50%)
<i>Integrate all issues into a dynamic web-based plan</i> <i>Hot topic - rates/cost flow</i> <i>★ Regional issues (+)</i> <i>Info (water quality/application) (GIS integrated)</i>		
Similar Project Experience	98	(19.6) (20%)
<i>Committee for master planning & modeling</i> <i>Waterways proj. exp. - Orange Co - Riverside - Tule River - Volusia</i> <i>Existing San. Com. master planners & modelers</i> <i>Atlanta - Houston</i> <i>Automated GIS analysis</i>		
Innovative Ideas	92	(18.4) (20%)
<i>Information Solutions Division</i> <i>GIS database & IT systems integrated with projections / modeling etc.</i>		
Quality of Presentation	92	(9.2) (10%)
<i>Very good presentation - brought up some important issues.</i> <i>Presentation in general terms; but reclaimed portions more detailed</i>		
		94.2
Comments and Notes:		

Rater's name: Hugh Sipes

Signature: *Hugh Sipes*

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3

INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim

Name of the Firm: Reiss Environmental

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy <i>Outstanding!</i>	96	(48) (50%)
<i>Proactive not reactive - Interactive</i>		
<i>ESRI leaders in GIS</i>		
<i>diminute redundancy - integrate all m/c - update on real time prioritization</i>		
<i>web based MP</i>		
<i>Conduct needs assessment</i> <i>Not</i>		
Similar Project Experience <i>Excellent to Outstanding</i>	94	(18.8) (20%)
<i>Ed Talton - programmer for KORS - built orig. hydro. model for S.C.</i>		
<i>numerous GIS projects (ESRI)</i>		
<i>numerous workshops</i>		
<i>Expertise in water quality issues</i>		
<i>25+ MP's 30 reuse planning projects</i>		
Innovative Ideas <i>Outstanding!</i>	98	(19.6) (20%)
<i>Data collection and streamlining</i>		
<i>Desktop and web applications → Server → DBMS (tiered application)</i>		
<i>Geodatabase design</i>		
<i>Hands on training - innovative techniques</i>		
Quality of Presentation	98	(9.8) (10%)
<i>well structured - discussed county issues.</i>		
<i>very good graphics & visual aids</i>		
<i>Outstanding! enthusiastic presentation by team!</i>		
Comments and Notes:		96.2

Rater's name: Hugh Sipes

Signature: Hugh Sipes

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(1)

INTERVIEW RATING FORM

Date: March 9, 2005

Interview for (work): Interim

Name of the Firm: Reiss Environmental

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	<u>92</u>	(50%)
<p>(Interview) Ed developed last model in 94? Virtual team approach / Increase staff efficiency - eliminate data redundancy. Access to data tools - Web based Master Plan ^{Project} Planning Design - Dev. Deployment ^{ORM} Analysis (see PERT)</p>		
Similar Project Experience	<u>90</u>	(20%)
<p>Approach dev. over 100% of projects - 25+ MASTER PLANS CIP CHARLOTTE N.C. INTRAVENT / INTRAVENT</p>		
Innovative Ideas	<u>90</u>	(20%)
<p>work WITH DURING IMPLEMENTATION. Virtual team approach Process allows for all updates. Re engineering work flows. Pull from all sources of data and ORMs to ONE.</p>		
Quality of Presentation	<u>90</u>	(10%)
<p>Very good motivated presentation, Presenters a buzz with their approach.</p>		
<p>Comments and Notes: _____</p>		

Rater's name: Gary Rudolph

Signature: Gary Rudolph

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

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

INTERVIEW RATING FORM

- Darren Anderson -
Project Director
Dan Schmidt
Project Manager
①

Date: March 9, 2005

Interview for (work): Interim Updates

Name of the Firm: Hazen & Sawyer

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	<u>95</u>	(50%)
TIE THE WEB BASED SYSTEM TO SCADA + Regulatory agencies. Computer based ability to get the data. Realtime. UPGRADE HYDRAULIC MODELING - USE LATEST TECHNOLOGY AVAILABLE.		
Similar Project Experience	<u>92</u>	(20%)
NUMEROUS MASTER PLANNING Jobs Throughout the state. Moditt Moditt AFB - Use of Historical + Weather trends to identify future water use. Have not done a web based computer system yet.		
Innovative Ideas	<u>92</u>	(20%)
Web based system Application. TIE ALL FIELD DATA TO Realtime UPDATES TO web based available information! - I.D. quality analysis -		
Quality of Presentation	<u>95</u>	(10%)
Very good presentation - GREAT USE OF LATEST TECHNOLOGY.		
Comments and Notes: ? How close have you been on forecasting TBW usage? How do you up load info to maps etc.		

Rater's name: Gary Rudolph

Signature: Gary Rudolph

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

[Handwritten mark]

INTERVIEW RATING FORM

PAW Project
Holcomb Manager

Date: March 9, 2005

Interview for (work): Interim Updates

3

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to Performing the Work/Strategy	85	(50%)
Rapid Growth - Water supply - Water Quality Water Reuse Opt. Cash flow CUP Act H ₂ O Water Quality / Regional MONITORING - Web Based Fisheries → CIP Calibration process. Wekin's Planning + Protection Act!	90	(20%)
Similar Project Experience	89	(20%)
MOST EXP. IN CREATING FLORIDA IN THEIR OPINION PROVIDED ≈ 7 MP DONE TO DATE NEVER DONE THIS SPECIFIC TYPE OF MP.	90	(10%)
Innovative Ideas USE OF DRUG H ₂ O - - SCISSORING INTO SYSTEM - Rapid rate infiltration uses?? Think out of the BOX. This process seems more complicated into H ₂ S.		
Quality of Presentation		
GOOD USE OF TECHNOLOGY - A LITTLE BUSY. SEEMED HURRYING TO GET THROUGH PRESENTATION.		
Comments and Notes:		

Rater's name: Gary Rudolph

Signature: Gary Rudolph

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

THE W OF REVIEW 911?
Covers THE-IND.

ENVIRONMENTAL SERVICES

PEI DIVISION



MEMORANDUM

TO: Peter Maley, Purchasing Supervisor

FROM: Jeffrey F. Thompson, P.E., Senior Engineer *JFT* *RGA*

THRU: Robert G. Adolphe, P.E., Environmental Services Director

DATE: February 21, 2005

SUBJECT: Justification of Interim Updates

The purpose of this memorandum is to report the recommendations of the evaluation committee that met on February 18, 2005 at 3:30 PM.

Proposals from five firms were evaluated by the committee. Hazen & Sawyer, P.C., PBS&J, Inc., and Reiss Environmental, Inc. (listed in alphabetical order) have been recommended to be short listed for formal presentations/discussions:

The following matrix summarizes the attributes of each firm related to the specified project criteria:

Criteria	Hazen & Sawyer, P.C.	PBS&J, Inc.	Reiss Environmental, Inc.
Approach to Project/ Innovative Solutions (45%)	Well researched and developed approach; aware of challenges facing SC	Good grasp of issues; proposing to expand upon existing plan	Highly innovative approach with impressively detailed 7-step technical approach
Qualifications of Proposed Personnel and Firm (20%)	Extensive SC experience; main office in Tampa	Very experienced team w/ extensive SC knowledge	Teamed w/ ESRI; PM worked on SC MP in past
Similar Recent Project Experience (25%)	Five Master Plan projects listed from Florida	Previous SC Master Plan; Orange County Master Plan	Experience w/ SC, Tampa Bay Water, and others
Workload/Ability to Perform (10%)	Ample workload availability	Adequate availability; less than others	Indicated availability is more than adequate

If you have any questions, please give me a call at extension 2021.

Signatures:

Robert G. Adolphe, P.E.

Jeffrey F. Thompson, P.E.

J. Dennis Westrick, P.E.

Gary L. Rudolph

Hugh P. Sipes

Copy: File

Evaluation Shortlisting PS-5175-04/AJR - Interim Updates

	<u>Robert G. Adolphe</u>	<u>Gary Rudolph</u>	<u>Hugh Sipes</u>	<u>Jeff Thompson</u>	<u>Dennis Westrick</u>	<u>Total</u>
B&V	3	2	4	4	4	17
DRMP	5	5	5	5	5	25
Hazen & Sawyer	4	1	3	3	3	14
PBSJ	1	3	1	2	2	9
Reiss Environmental	2	4	2	1	1	10

<u>Shortlisted Firms</u>	<u>Score</u>	<u>Ranking</u>
PBSJ	9	1
Reiss	10	2
Hazen & Sawyer	14	3

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: REISS ENVIRONMENTAL

QUALIFICATION COMMITTEE MEMBER: BOB ADOLPH

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: Approach to Project/ Innovative Solutions (45%)

EIS/DATABASE USE DESCRIPTION WAS IMPRESSIVE
DETAILED TECH PROPOSAL

Score 88
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

QUALIFIED ENGINEERS AS LISTED
PROJ. MGR. WORKED ON ~~MP~~ MP FOR S/C
PERHAPS COULD USE MORE DEPTH IN PERSONNEL

Score 88
(100-0)

Criteria: Similar Recent Project Experience (25%)

SOME PROJECTS WITH COUNTY NO/MP
PROJECT MGR. HAS RECENT M/P 5 YRS AGO
OTHER M/P NOT EXPANSIVE

Score 85
(100-0)

Criteria: Workload/Ability to Perform (10%)

ADEQUATE STAFFING

Score 85
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: PBS # 5

QUALIFICATION COMMITTEE MEMBER: BOB ADOLPHE

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: Approach to Project/ Innovative Solutions (45%)

DOVETAIL CUP AND MASTER PLANNING EFFORTS
ABILITY TO USE OTHER PROJECT EXPERIENCE
TO BOOSTER EFFORTS AT UPDATES
EMPHASIS ON GIS APPLICATIONS

Score 95
~~85~~ 95 RGA
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

PERSONAL KNOWLEDGE OF HOW STAFF WORKS
MULTI DISCIPLINED TEAM

Score 92
~~82~~ 92 RGA
(100-0)

Criteria: Similar Recent Project Experience (25%)

MANY SIMILAR PROJECTS
LAST MASTER PLAN ITERATION
KNOWLEDGE OF S/C SYSTEM

Score 93
~~83~~ 93
(100-0)

Criteria: Workload/Ability to Perform (10%)

ADEQUATE

Score 85
~~75~~ 85
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: HASEN/SAWYER

QUALIFICATION COMMITTEE MEMBER: BOB ADOLPH

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: Approach to Project/ Innovative Solutions (45%)

HOMEWORK ON S/C - MAPS
SPECIFICS TO SYSTEM

Score 88
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

NOT LEADERS IN MP - OTHER ACTIVITIES
PROJ MGR HAS S/C EXP. - OK
TAMPA OFFICE - NOT LOCAL

Score 83
(100-0)

Criteria: Similar Recent Project Experience (25%)

MOST WORK IN FL. ELSEWHERE
SEVERAL M/P PROJECTS

Score 85
(100-0)

Criteria: Workload/Ability to Perform (10%)

ADEQUATE

Score 85
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: BLACK & VEATCH

QUALIFICATION COMMITTEE MEMBER: BOB ADOLPHE

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: Approach to Project/ Innovative Solutions (45%)

PROTECT APPROACH IS METHODOICAL
LOOKS SOMEWHAT COOKIE CUTTER
SPECIFICS TO SEMINOLE COUNTY

Score ~~88~~ 87
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

TEAM APPEARS TO BE KNOWLEDGEABLE
NO DIRECT PLANNING EXP WITH SIC ONLY
WATER PLANT SE REGIONAL
~~NO OTHER LOCAL PROJECTS~~

Score ~~88~~ 88
(100-0)

Criteria: Similar Recent Project Experience (25%)

SIC REGIONAL PROJECT HAD SOME CHALLENGES
NO M/P FOR SIC
OTHER LOCAL M/P
OTHER MAJOR M/P

Score ~~88~~ 88
(100-0)

Criteria: Workload/Ability to Perform (10%)

ADEQUATE

Score 85
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: Bob Asor PHE

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: Approach to Project/ Innovative Solutions (45%)

FAIRLY COOKIE CUTTER
NO SPECIFIC DISCUSSION OF S/C NEEDS
NO HOMEWORK ON S/C SYSTEMS

Score 78
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

KNOWLEDGE PERSONNEL
NO DIRECT EXPERIENCE WITH STAFF

Score 85
(100-0)

Criteria: Similar Recent Project Experience (25%)

SIMILAR LOCAL PROJECTS
NO SEMINOLE COUNTY PROJECTS

Score 79
(100-0)

Criteria: Workload/Ability to Perform (10%)

ADEQUATE

Score 85
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: REISS ENGINEERING

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

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: Approach to Project/ Innovative Solutions (45%)

LOTS OF GIS AVAILABLE IN PROJECT
Plan to work closely with staff
GOOD USE OF GRAPHICS to identify how
to get work done.

Score 87
(100-0)

39.15

Criteria: Qualifications of Proposed Personnel and Firm (20%)

PROVIDING GOOD BACKGROUND OF
ALL PERSONNEL. Sufficient background
to complete task as described

Score 90
(100-0)

18

Criteria: Similar Recent Project Experience (25%)

Numerous examples given

Score 85
(100-0)

21.25

Criteria: Workload/Ability to Perform (10%)

Provided sufficient detail that time is
available to support project.

Score 75
(100-0)

7.5

85.9

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: PBS+J

QUALIFICATION COMMITTEE MEMBER: Grady Rudolph

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: Approach to Project/ Innovative Solutions (45%)

Good approach given - write up very
new, why weren't all these aspects
incorporated in last master plan update.

Score 87 39.15
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Extensive resources of staff provided

Score 89 17.8
(100-0)

Criteria: Similar Recent Project Experience (25%)

PBS+J HAVE BEEN INV. SERVING MP SINCE
NUMEROUS YRS.

Score 88 22
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm provided sufficient detail showing
they have staff to support project.

Score 75 7.5
(100-0) 86.45

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

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: Approach to Project/ Innovative Solutions (45%)

The USE OF THE WBS PROCESS IS A
unique approach to the project. Provided good
process to follow. Second write up was to
notion where we not interim update

Score 86 38.7
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Firm provided good detail on
staff's ability. Good foundation

Score 87 17.4
(100-0)

Criteria: Similar Recent Project Experience (25%)

Three specific Master Plans projects
provided.

Score 87 21.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

Sufficient detail provided but Firm
no staff to get work done.

Score 75 7.5
(100-0)
85.35

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: HAZIN + SAWYER

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

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: Approach to Project/ Innovative Solutions (45%)

What it shows is JEPS. Linking SCADA to
MASTER PLAN.

Score 90
(100-0)

40.5

Criteria: Qualifications of Proposed Personnel and Firm (20%)

GOOD AETAL PROVISIONS ON PROPOSITION
STAFF FIRM.

Score 89
(100-0)

17.8

Criteria: Similar Recent Project Experience (25%)

5 MASTER PLAN PROJECTS IN PROGRESS.
GOOD MASS SHOWN.

Score 89
(100-0)

22.25

Criteria: Workload/Ability to Perform (10%)

Firm provides sufficient detail to
get project done.

Score 75
(100-0)

7.5
88.05

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: BLACK + VEATCH

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

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: Approach to Project/ Innovative Solutions (45%)

PIPER SYSTEM - FIRST SCENARIOS NATA
PROVIDED PIPER APPROACH TO GETTING THE JOB
DONE

Score 88 39.6
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

ONLY FIRM - NO HAVE FINANCIAL SPECIALIST ON
TEAM GOOD QUALIFICATIONS OF STAFF PROVIDED

Score 90 18
(100-0)

Criteria: Similar Recent Project Experience (25%)

4 MASTER PLAN PROJECTS IDENTIFIED -
ONLY FOR REEDY CREEK.

Score 89 22.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

SUFFICIENT DETAIL PROVIDED THAT FIRM CAN
WORK PROJECT.

Score 75 7.5
(100-0)
87.35

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Reiss Environmental

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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: Approach to Project/ Innovative Solutions (45%)

A fresh and highly innovative approach including teaming w/ESRI
Comprehensive, impressive – OUTSTANDING!

Score 95
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Ed worked on County's MP while with another firm. Reiss has done significant
work with County.

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)

Reiss ~~had~~ has done master planning for various municipalities

Score 85
(100-0)

Criteria: Workload/Ability to Perform (10%)

Excellent availability

Score 95
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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: Approach to Project/ Innovative Solutions (45%)

Very good, comprehensive approach - slightly overreaching beyond the intended scope. Given PBS&J's long history as Environmental Services' Master Planning consultant, I was somewhat surprised that many of the ideas presented had not been proposed before. Overall, I would say that PBS&J is proposing an evolutionary (rather than revolutionary) approach. The question is, can they think outside the box they've spent decades building?

Score 90
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

All of PBS&J's proposed personnel are fully qualified. Pam Holcomb does an outstanding job of interfacing w/ County staff and keeping us informed. Prasad demonstrates exceptionally keen vision regarding the County's information management needs.

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)

More than any other firm, PBS&J is extremely familiar with the County's system

Score 90
(100-0)

Criteria: Workload/Ability to Perform (10%)

10% now, 20% 3rd Qtr, 35% 4th Qtr.

Score 70
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Hazen and Sawyer

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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: Approach to Project/ Innovative Solutions (45%)

Very well thought out and researched approach demonstrating some fresh and innovative ideas. Not a strong closing - looked like they ran out of time or stuck to the 10 page limit that two others failed to adhere to. Overall, excellent job.

Score 90
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Dan has extensive experience with the County while at another firm. Other than Dan, we do not have much experience working w/ H&S.

Score 85
(100-0)

Criteria: Similar Recent Project Experience (25%)

H&S has done some master planning for other municipalities; I would have liked to have seen a little more.

Score 80
(100-0)

Criteria: Workload/Ability to Perform (10%)

Excellent availability

Score 90
(100-0)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Black & Veatch

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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: Approach to Project/ Innovative Solutions (45%)

A solid comprehensive approach to address the County's stated needs.
Rather than bullet point restatements of standard master plan components, a
narrative in-depth exploration of innovative ideas would have proved more
useful. PERS

Score 80
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Proposed personnel are highly qualified.

Score 85
(100-0)

Criteria: Similar Recent Project Experience (25%)

B&V has extensive master planning experience w/ RCIP, St. Pete,
Tampa Bay water. Impressive resume.

Score 90
(100-0)

Criteria: Workload/Ability to Perform (10%)

Fairly good availability

Score 85
(100-0)

④

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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: Approach to Project/ Innovative Solutions (45%)

Essentially, a disappointing boiler plate approach. Very little research done.

Score 70
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Qualified.

Score 80
(100-0)

Criteria: Similar Recent Project Experience (25%)

Some master planning

Score 75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Difficult to see overall availability; Good

Score 75
(100-0)

(5)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Reiss Environmental

QUALIFICATION COMMITTEE MEMBER: H. Sipes

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: Approach to Project/ Innovative Solutions (45%)

Excellent approach use of central geodatabase w/ tie between
hydraulic model and GIS.
Real time prioritization of CIP.
Excellent written and graphical presentation in the submittal package.
Brainstorming workshops

Score 95 42.75
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

ES&T sub highly qualified.
Excellent project team with project manager very experienced at
water planning and hydraulic modeling -
Seminole County experience as original author of master plan hydraulic model.

Score 98 19.6
(100-0)

Criteria: Similar Recent Project Experience (25%)

Port St Lucie ; City of Tampa ; Miami-Dade ; Orange County
Seminole County
Large Scale projects experience.

Score 95 23.75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Sufficient workload availability

Score 100 10
(100-0) 96.10

(2)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: PBS & J

QUALIFICATION COMMITTEE MEMBER: H. Sipps

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: Approach to Project/ Innovative Solutions (45%)

Develop rigorous hydraulic model for use in and tying to
a proposed water quality model.
Good approach
Team Access site creation
Strong approach to water quality model presentation

Score 95
(100-0)

42.75

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Good team - lacking extensive experience at proj. mgr level.
Good hydraulic modeling experience.

Score 95
(100-0)

19.0

Criteria: Similar Recent Project Experience (25%)

Seminole County Master Plan update. - CSP update.
Orange County

Score 98
(100-0)

24.5

Criteria: Workload/Ability to Perform (10%)

Sufficient workload availability.

Score 100
(100-0)

10.0

96.25

①

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: _____

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: Approach to Project/ Innovative Solutions (45%)

Good generalized approach to master plan and hydraulic
modeling, but weak in specifics related to current issues
and concern with respect to future water resource issues

Score 80
(100-0)

36.0

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Good qualifications for this proposed project team

Score 85
(100-0)

17.0

Criteria: Similar Recent Project Experience (25%)

Maitland Plant City; Fort Myers; Volusia County
Good relative experience with other governmental entities esp.
at prog. mgr. level. Other team members appear to be
well qualified.

Score 90
(100-0)

22.5

Criteria: Workload/Ability to Perform (10%)

Sufficient workload availability

Score 100
(100-0)

10.0

85.5

(5)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Hazen & Sawyer

QUALIFICATION COMMITTEE MEMBER: H. Sipes

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: Approach to Project/ Innovative Solutions (45%)

Good approach to hydraulic model calibration with
appropriate simulations (EPS) and what-if scenarios
Discussed I/E as an issue the County needs to consider.
Excellent written presentation on the issues

Score 93
(100-0)

41.85

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Strong project manager with extensive firm. Co experience.
Could be a slight problem because of location of the office (Tampa)
Good GIS / hydraulic modeling experience

Score 97
(100-0)

19.4

Criteria: Similar Recent Project Experience (25%)

Broward Co - Palm Beach Co - Alachua Co - Pompano Beach
Numerous master planning projects with Florida municipalities and
counties, covering various types of utility infrastructure.

Score 94
(100-0)

23.5

Criteria: Workload/Ability to Perform (10%)

Sufficient workload availability

Score 100
(100-0)

10.0

(3)

94.75

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Black & Veatch

QUALIFICATION COMMITTEE MEMBER: H. Sipes

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: Approach to Project/ Innovative Solutions (45%)

well thought out approach using a dynamic master plan design
"On call" approach good
Field calibration
Good presentation, however more dynamic than specified to Perm. Act
Issues of future water quality and water resources

Score 92
(100-0)

41.4

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Personnel has sufficient experience in similar projects
Proposed personnel appear to have the necessary
project experience.
Experience with Seminole County

Score 92
(100-0)

18.4

Criteria: Similar Recent Project Experience (25%)

Reedy Creek Improvement District;
Thompson Bay Water
St. Petersburg – Manatee County

Score 95
(100-0)

23.75

Criteria: Workload/Ability to Perform (10%)

sufficient workload availability

Score 100
(100-0)

10.0

93.55

(4)

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Reiss Environmental

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Approach to Project/ Innovative Solutions (45%)

Proposing extensive communication w/ County staff, cost savings & expedited schedule - thorough understanding of scope & County's needs. Approach is to Listen, Develop Efficient Strategy & Build Successful Team. Proposing central geodatabase (see Figures on Page 11-3 showing "Before & After")
★ Outlined 7-step Technical Approach (see pg. 11-2) ★ Excellent.
Recommended involvement of County Staff & conducting Brainstorming Workshops
Score 90 40.15
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Teamed w/ ESRI Prof. Svcs. Group - software provider for H2O Net, etc. Experienced in Master Planning, has previous experience w/ SCESD PEI Div. ESRI are experts in GIS web-based applications & GIS technology. Proposing Ed Talton as PM, Good Org chart showing BCC & County's PM.
★ Resumes not only highlight team members experience but provide details on what elements of project ea. team member will direct. Score 85 17.00
(100-0)

Criteria: Similar Recent Project Experience (25%)

REI has performed a variety of projects for SCESD and is currently under contract for DBP assistance. Provided H2O Distrib. Optimization for Tampa Working w/ City of Port St Lucie to streamline utilities, billing, mapping & GIS. ESRI has provided on/off svcs. to SC for last 13 years incl. ARC/INFO County Assessor's Office and Planning Dept.
ESRI developed Web-based interface for City of Ft. Lauderdale Score 80 20.00
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm has more than adequate manhours available for this project w/ over 700 manhours shown on chart starting in March to over 1500 mnhrs available in Dec '05
9.00

Score 90
(100-0) 86.15

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: PBS & J

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Approach to Project/ Innovative Solutions (45%)

Good grasp of issues facing SC, offers economical approach
Integrated approach using team concept. Focus on H₂O Supply Issue,
Recognized addition of former FWS systems, thorough understanding of scope
Outlined keys to a successful assignment - 5 steps
Proposing to build/expand upon existing plan, use a TeamAccess web site
Offering dynamic hydraulic modeling & WQ modeling with minimized risk approach
Offering an integrated approach emphasizing scheduling, single-source hydraulic analysis & program communication
Score 87 39.15
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Very experienced team w/ working knowledge of SC, issues & staff
Firm has provided extensive project & planning services to SCESD & SCPWD for 29+ years
Org chart provided showing Wayne Mather as Project Director & Palm Helcomb as PM both who have worked on County's 2003 MPO.
Modeling & GIS team members are also familiar w/ existing County models/programs
Detailed but concise resume's of all team members provided
Score 85 17.00
(100-0)

Criteria: Similar Recent Project Experience (25%)

Prepared Master Plan Update (MPU) in 2003 for County's H₂O, WQ & Reclaimed Utilities.
Provided Hydraulic Analysis Assistance to SCESD, developed County's CIP Database System for PEI Division
Prepared H₂O & WQ Master Plan for Orange County, FL
Assisted County w/ NWSA CUP renewal & is assisting w/ Consolidated CUP renewal
Developed GIS/Database for Indian River County
Score 85 21.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

Project team has current availability of only 10% but
increases to 20% by 3rd Qtr and 35% by EOT

Score 75 7.5
(100-0) 84.90

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: HAZEN and SAWYER

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Approach to Project/ Innovative Solutions (45%)
Fully understand project scope & services required, will review 2003 MPU
Recognized challenges facing SC, especially in areas of water quality
Proposed EPS for hydraulic modelling, aware of recent FAS acquisition
Proposed incorporating data from SC's SCADA (Wonderware) system
Web-Based Application - ASP.NET, very good example w/ graphics for data processing

Score 85 38.25
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Dan Schmidt is very familiar w/ SC systems & is proposed PM (15 years SC exper)
National firm w/ main FL office in Tampa
Resumes provided for six key team members
Org chart provided, no subs.

Score 70 14.00
(100-0)

Criteria: Similar Recent Project Experience (25%)
Long Term Demand Forecasting System and Future H₂O Supply Needs
Tampa Bay Water - Reuse MP for Collier County, Loxahatchee River District WW & Reuse MP
Pompano Beach - H₂O MPU, Hollywood - Reuse MP, Miramar - WW & Reuse MP
St. Lucie County - Hutchinson Is. Reuse & WW MP
★ Phillippi Creek - Septic System Replacement & MP Svcs.
★ Sarasota County WW & Reuse Master Plan
City of Ft Lauderdale - Water System Master Plan

Score 89 22.25
(100-0)

Criteria: Workload/Ability to Perform (10%)
Ample workload availability with a number of assignments
completed in late 2004. Currently operating at 70% utilization w
available staff projected to be 50% by mid-year 2005

Score 85 8.5
(100-0) 83.00

PS-5175-04/AJR - Master Plan Interim Updates

SUBMITTAL COMPANY NAME: Black & Veatch

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Approach to Project/ Innovative Solutions (45%)

Thorough understanding of scope, recognizing planned tasks & on-call tasks.
Propose to create a "dynamic" planning tool
1. Update H₂O Net Hydraulic Model, 2. Update existing MP, 3. Prepare
Interim Updates
Proposing to use PIERS - w/ 1) Communications Desk, 2) Dynamic Electronic
ref. system & 3) Integrated Systems
* Proposing financial modeler on project team

Score 85
(100-0) 38.25

Criteria: Qualifications of Proposed Personnel and Firm (20%)

Full service firm w/ state-wide resources & nation-wide as well
Experienced team led by David Carlson
Good mix of team w/ specialists for appropriate areas i.e. Web-Based
Systems Engr.

Score 75
(100-0) 15.00

Criteria: Similar Recent Project Experience (25%)

Extensive similar project experience in FL > 50 years in Orlando
B&V was design engineer for SER WTP expansion, incl 2 new wells.
* Tampa Bay Water - created user-friendly hydraulic & WQ model interface
Reedy Creek Impmnt District (Disney), Manatee Co. Water Supply MP
St. Pete's SWMP MP

Score 79
(100-0) 19.75

Criteria: Workload/Ability to Perform (10%)

Ample capacity to perform work, currently operating at 75%
of available capacity, availability will increase in next
2 to 3 months as several large projects are nearing
completion

Score 85
(100-0) 8.50

81.50

PS-5175-04/AJR – Master Plan Interim Updates

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Approach to Project/ Innovative Solutions (45%)

Reviewed SC existing MPU (2003) & understand project goals
Project approach for MP Update is fairly basic & straight fwd.
Has ~~ESRI~~ ArcGIS software as well as H2O Net
Suggested SC purchase INFOWATER from MWH Soft
Proposed using Adobe PDF to create Web-Based Elec. Format

NOTE: Wripa Addendum #2 included (from PS-5173)

Score 75
(100-0)

33.75

* Very good QA/QC process – 5 steps

Criteria: Qualifications of Proposed Personnel and Firm (20%)

27 years in Contra FL proposing Mike Henry as PM
Project Team has 20 to 70% avail DRMP has completed 20+
projects for SCESD & SCPWD. Good detailed resumes
~~at the org used~~ Charles Smith familiar w/ SCESD staff

Score 75
(100-0)

15.00

Criteria: Similar Recent Project Experience (25%)

Similar projects appear dated i.e. Maryland's H2O Production
& Distribution Systems Study, No date given for Plant City H2O MP
or Ft Myers H2O & WW MP

Also performed master planning for Volusia City-County H2O Supply Co-op.

QC services for Mt. Dora, also NW Sector Plan for Occochee

Prepared update for City of Titusville

Score 75
(100-0)

18.75

Criteria: Workload/Ability to Perform (10%)

Project team has 20 to 70% availability, w/ availability
increasing as work load for long term projects drops off.

Score 80
(100-0)

8.00
75.5

CONSULTANT SERVICES AGREEMENT (PS-5175-04/AJR)
WATER, WASTEWATER, AND RECLAIMED WATER MASTER PLAN

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **HAZEN AND SAWYER, PC**, duly authorized to conduct business in the State of Florida, whose address is 10002 Princess Palm Avenue, Suite 200, Tampa, Florida 33619, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide consultant services with regard to interim updates to the COUNTY's Water, Wastewater, and Reclaimed Water Master Plan in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require

the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work

Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. Annual compensation paid to the CONSULTANT shall not exceed COUNTY budgeted amounts for the CONSULTANT'S services.

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

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

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

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

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

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

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

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

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Environmental Services
500 W. Lake Mary Blvd.
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

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

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

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

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

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

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

(c) The CONSULTANT shall, prior to commencing services pursuant to this Agreement, execute the Truth in Negotiations Certificate attached to this Agreement as Exhibit "D".

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

SECTION 11. TERMINATION.

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

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

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

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage

of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

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

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

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

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

it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 15. CONFLICT OF INTEREST.

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

this Agreement with the COUNTY.

(b) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

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

SECTION 17. SUBCONSULTANTS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subCONSULTANTS or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If 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.

SECTION 18. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

SECTION 19. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

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

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

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

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

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

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

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

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative 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 protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary

mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

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

FOR COUNTY:

Environmental Services
500 W. Lake Mary Blvd.
Sanford, Florida 32773

FOR CONSULTANT:

Hazen and Sawyer PC
10002 Princess Palm Ave., Ste 200
Tampa, Florida 33169

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

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

HAZEN AND SAWYER PC

Witness

By: _____
DAMANN L. ANDERSON, Vice-President

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
3/16/05
ps-5175

3 Attachments:

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

EXHIBIT A

Master Agreement for Master Plan Interim Updates

Scope of Work: Seminole County is seeking qualifications from firms to provide professional assistance with interim updates to the County's Water, Wastewater, and Reclaimed Water Master Plan.

Work under this agreement may include, but is not limited to: collecting data from multiple sources, analyzing the data and periodically distilling it into updates and extensions to the County's Water, Wastewater, and Reclaimed Water Master Plan (Master Plan); updates to Environmental Services Department's Capital Improvement Plan (CIP) and updates to the County's hydraulic model and GIS system. Data to be collected may include, but is not limited to: future land use map and population updates, flow and operational data, GIS and GPS data, hydraulic model data, billing system meter data, infrastructure maintenance data, CIP and budget data, and data compiled by the County's other consultants for water quality and water source planning. A goal under this agreement is to migrate the existing printed Master Plan to a web-based electronic format that can be dynamically updated and queried; and to incorporate water quality, water source, water treatment and wastewater treatment components into the existing Master Plan with updated water distribution and wastewater collection information.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____

Dated: _____

Contract Title: _____

Project Title: _____

Consultant: _____

Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(Company Name)

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

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

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

County Attorney

WORK ORDER TERMS AND CONDITIONS

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

Exhibit "C"
Rate Schedule

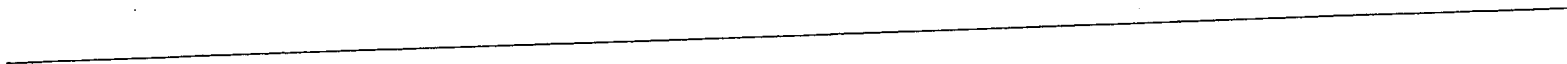


Exhibit "D"

Truth in Negotiations Certificate

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)