

PROFESSIONAL SERVICES

- 12. Approve Ranking List, Authorize Negotiations, and Award four PS-5173-04/AJR – Master Agreements for Continuing Professional Services for Environmental Services to Boyle Engineering, Inc., of Orlando; Malcolm Pirnie, Inc., of Maitland; PBS&J of Orlando; and Reiss Environmental, Inc., of Orlando. (Est. \$500,000.00 per year)**

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

PS NUMBER: PS-5173-04/AJR
 PS TITLE : Continuing Professional Services for Environmental Services
 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-
Boyle Engineering, Inc. 320 East South Street Orlando FL 32801 A. Thomas Brown, PE 407-425-1100 – Phone 407-422-3866 – Fax	Brown and Caldwell 850 Trafalgar Ct. Suite 300 Maitland FL 32751 Stuart Oppenheim, V.P. 407-661-9500 – Phone 407-661-9599 – 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 – Fax	Harris Civil Engineers, Inc. 631 S. Orlando Avenue, Suite 300 Winter Park, FL 32789 407-629-4777 – Phone 407-629-7888 – Fax Joseph E. Harris, P.E.	Hartman and Associates, Inc. 201 E. Pine Street, Suite 1000 Orlando FL 32801 Charles W. Drake, P.G., Vice President 407-839-3955 – Phone 407-839-3790 – Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
Hazen and Sawyer, P.C. 10150 Highland Manor Drive, Suite 140 Tampa FL 33431 Damann L. Anderson, P.E. 813-630-4498 – Phone 813-630-1967 – Fax	Jones, Edmunds & Associates, Inc. 1685 Lee Road, Suite 250 Winter Park FL 32789 J. Richard Voorhees, PM 407-740-7400 – Phone 407-647-8080 – Fax	Malcolm Pirnie, Inc. 2301 Maitland Center Parkway, Suite 140 Maitland FL 32751 Victor A. Hurlburt, P.E. 407-660-1133 – Phone 407-660-9550 – Fax	McKim & Creed, PA 1901 Mason Avenue, Suite 102 Daytona Beach FL 32117 C. Ed Hilton, Jr., V.P. 386-274-2828 – Phone 386-274-1393 – 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
RESPONSE -11-	RESPONSE -12-	RESPONSE -13-		
Professional Engineering Consultants, Inc. 200 E. Robison Street, Suite 1560 Orlando, FL 32836 407-422-8062 – Phone 407-849-9401 – Fax Ken Hooper, V.P.	Reiss Environmental, Inc. 12001 Research Pkwy, Suite 228 Orlando FL 32826 C. Robert Reiss, P.E. 407-679-5358 – Phone 407-679-5003 – Fax	Rockett & Associates, Inc. 1685 Lee Road, Suite 100 Winter Park FL 32879 Lowry E. Rockett, P.E. 407-894-3804 – Phone 407-894-3805 – Fax		

Tabulated by Amy J. Rossi, CPPB – Posted 3/24/2005 (4:00 P.M.)

~~Evaluation Committee Meeting: 01/24/2005 at 3:30pm, located at 500 West Lake Mary Blvd., Large Conference Room~~

~~Evaluation Committee Meeting: 02/04/2005 at 3:30pm, located at 500 West Lake Mary Blvd., Large Conference Room~~

~~Evaluation Committee Meeting: 03/04/2005 at 3:30pm, located at 500 West Lake Mary Blvd., Large Conference Room~~

~~Evaluation Committee Meeting: 03/18/2005 at 3:30pm, located at 500 West Lake Mary Blvd., Large Conference Room~~

Evaluation Committee Meeting: 03/21/2005 at 3:30pm, located at 500 West Lake Mary Blvd., Large Conference Room

Short Listed Firms: Boyle Engineering, Inc., Malcolm Pirnie, Inc., PBS&J, Inc., Reiss Environmental, Inc.

Phone Interviews Date: Thursday, March 24, 2005 at 1:30pm, located at 500 West Lake Mary Blvd., Small Conference Room

Recommendation: Boyle Engineering, Inc., Malcolm Pirnie, Inc., PBS&J, Inc., and Reiss Environmental, Inc. (BCC Date: April 26, 2005)

<u>Firm</u>	<u>Jeff</u>	<u>Gary</u>	<u>Mike</u>	<u>Dennis</u>	<u>Total</u>
Boyle	4	2	4	4	14
Reiss	1	1	1	2	5
Malcolm Pirnie	3	3	3	1	10
PBSJ	2	4	2	3	11

	<u>Total</u>	<u>Rank</u>
Reiss	5	1
Malcolm Pirnie	10	2
PBSJ	11	3
Boyle	14	4

Telephone Interviews Final Ranking March 24, 2005

INTERVIEW RATING FORM

②

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Reiss

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	89	(5%)
<p><i>Close-knit team, prefer to work on smaller projects</i></p> <p><i>Experience w/ hydraulic & WQ master plan/modelling</i></p> <p><i>Local firm, preferred client</i></p> <p><i>Good qualifications & staff for SC needs, very responsive</i></p>		
<p>Comments and Notes: <i>Gary Revoir, Robt Reiss, Marc Canada</i></p> <p><i>Ed Taltan, Jim Murin</i></p> <p style="text-align: center;"><i>Good answers, very serious group</i></p>		

Rater's name: J. Dennis Westrick Signature: 3/24/05

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

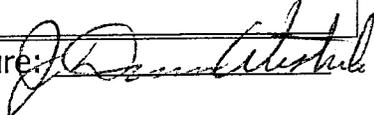
①

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Malcolm

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	90	(5%)
<i>No conflicts of interest w/ developers, City's & private</i> <i>FGUA - one of several firms. sole Water Consultant for DB</i> <i>Don Holt. as Surveyor</i> <i>MP owns 60% of Inframatrix, have staff available locally</i>		
Comments and Notes: <i>Victor Hurlburt, Jean Citter, Maria Chioduckas Steve Rice</i> <i>Good team approach to answers</i>		

Rater's name: J. Dannis Westrick Signature: 

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

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Added Angie Brewer - funding & grants projects

INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	<u>87</u>	(5%)
<i>Lots of local resources, background knowledge, past econ. svcs., team player</i>		
<i>Sole Consultant - OUC, Orange City, Indian River County</i>		
<i>can respond quickly to request</i>		
Comments and Notes: <u>Jo Ann Jackson, Wayne Mather, Prasad, Paul Holcomb / Bill, Abdel,</u>		

Rater's name: J. Dennis Westrick

Signature: *J. Dennis Westrick*

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INTERVIEW RATING FORM

(4)

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Boyle

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	<u>85</u>	(5%)
lots of working experience w/ Countys in C.F, also Apopka Oriedo		
One (1) week response to request from SC		
Using Water Cad & Sewer Cad		
Leesborg - one of 3, Apopka - sole		
Comments and Notes: <u>Tommy Brown, Tim Bradour, Robbie Gonzalez & Steve Lockinstan</u>		
<u>Excellent answers to all questions, firm has local resouces</u>		
Rater's name: <u>J. Dennis Westrick</u>	Signature: <u>[Signature]</u>	

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

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INTERVIEW RATING FORM

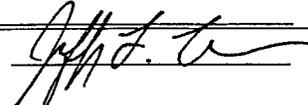
4

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Boyle

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Quality of Presentation</i>	<u>95</u>	<u>(5%)</u>
<i>50 person office; response about 1 week turnaround. Focused on clients.</i>		
Comments and Notes: <i>Boyle was able to professionally answer all the questions posed.</i>		

Rater's name: Jeffrey F. Thompson Signature: 

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

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Tommy Brown
Tim
Robbie
Steve

INTERVIEW RATING FORM

③

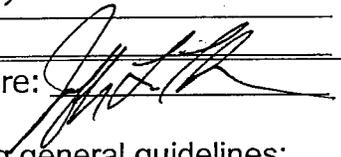
Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Malcolm

QUALIFICATIONS FACTORS	Points (0-100)	Weights (%)
Quality of Presentation	96	(5%)
<i>Has staff to help with grants/funding. Has experience w/ hydraulic modeling and GIS, good relationships w/ regulatory agencies.</i>		
Comments and Notes: <i>Malcolm Pirnie did a very good job answering questions in a professional manner.</i>		

Rater's name: Jeffrey F. Thompson

Signature: 

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

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- Vic
- Sean
- Maria
- Steve
- Mack
- Angi

INTERVIEW RATING FORM

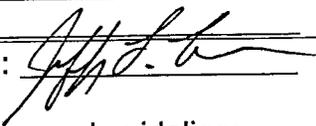
Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Quality of Presentation</i>	<u>97</u>	<u>(5%)</u>
<i>Good team, broad experience</i>		
Comments and Notes: <u>Good presentation</u>		

Rater's name: Jeffrey F. Thompson

Signature: 

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

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Jo Ann
 Prasad
 Bill
 Abdel
 Matt

INTERVIEW RATING FORM

Date: March 24, 2005

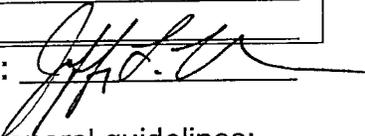
Interview for (work): Continuing Professional Services

①

Name of the Firm: Reiss

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	<u>98</u>	(5%)
<i>Very professional, serious answers to questions. Broad knowledge</i>		
Comments and Notes: <u>Very good presentation</u>		

Rater's name: Jeffrey F. Thompson

Signature: 

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

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Robert
Gary

INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Boyle

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Quality of Presentation</i> <u>Very nice responses, Very knowledgeable</u>	<u>85</u>	(5%)
<u>answers - Have done lots of MSTR plans - Numerous cities</u>	<u>4.25</u>	
Comments and Notes: <u>40 yr player in Central Florida. All living Central Florida Area.</u>		

Rater's name: Gary Rudolph

Signature: [Handwritten Signature]

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

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Tommy Brown
 Tim Antu
 Robbie Gonzalez
 Steve Wellington

> 50 people
 full dept
 sanity, SW,
 How many other only / sole
 consultant projects.
 Lee's charge - 3 or 4
 Apple - sole consultant
 Response request -
 1- week response -

INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Malcolm

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation <i>Brought up issue on Grants! GWS</i>	<u>84</u>	(5%)
<i>LOCAL People doing work. Do not work for cities, Development or utilities, No conflict of interests.</i>	<u>4.2</u>	
<i>Very good response.</i>		
Comments and Notes: _____		

Rater's name: _____ Signature: _____

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

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Justin Hubbard
Jean Gene Cuth
Maria
Steve Rice
Mack

Sub consultants are excellent
FULLA - ONE OF SEVERAL
Responses-

** Transfer on General @ Y.C.*
Needs better communication.

INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Quality of Presentation: Good answers to all questions. Knowledge in all responses.</i>	<i>83</i>	<i>(5%)</i>
	<i>4.15</i>	
Comments and Notes: <i>Numerous conferrals with other cities etc.</i>		

Rater's name: _____ Signature: _____

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*Bill
Duan
Ruih
PAm*

*Why Best!
WORK AMOUNT OF SERVICES
More than knowledge
Team player
Pipe Bursting -
City of Ocala*

INTERVIEW RATING FORM

①

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Reiss

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Quality of Presentation Very Very Knowledge on all</i>	86	(5%)
<i>questions asked. Very articulate in all responses.</i>	<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">4.3</div>	
Comments and Notes: <u>Good presentation by team. Lots of small projects with US.</u>		

Rater's name: _____ Signature: _____

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

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Gary
Paul
Mark
John
Theresa
Helsie

Why the best
The best team
Responsive knowledge
Expertise
similar contracts -
OUTREACH over several (3)
CORP. COMMITMENT - LOCAL
Regulatory working relationship -
FBI + SJRWMD.

INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Boyle

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	85	(5%)
Full size firm - extensive utility background		
Scope, time around one week		
Impressed w/written presentation		
Offered realistic information		
Comments and Notes: <u>Phone call well done.</u>		

Rater's name: Michael R. Harber Signature: Michael R. Harber

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

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INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Malcolm

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<i>Quality of Presentation Highly qualified Team</i>	<u>86</u>	(5%)
<i>Offered realistic data</i>		
<i>Impressed with presentation.</i>		
<i>Detailed / accomplish each task.</i>		
Comments and Notes: <u>I like their staff qualifications.</u>		

Rater's name: Michael R. Harber

Signature: Michael R. Harber

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

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INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: PBS&J

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	<u>87</u>	(5%)
<i>Acceptable presentation.</i>		
<i>PBS&J selected qualified team members</i>		
<i>Within two scopes turn around.</i>		
Comments and Notes: <u>Presentation was acceptable.</u>		

Rater's name: Michael R. Harber

Signature: Michael R. Harber

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INTERVIEW RATING FORM

Date: March 24, 2005

Interview for (work): Continuing Professional Services

Name of the Firm: Reiss

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Quality of Presentation	<u>89</u>	(5%)
<i>I like their staff qualification</i>		
<i>I like the idea of modeling future prediction under various growth scenarios.</i>		
Comments and Notes: <u>I like the mention of custom design approach to each project.</u>		

Rater's name: Michael R. Harber Signature: Michael R. Harber

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

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PEI DIVISION

MEMORANDUM

TO: Peter Maley, Purchasing Supervisor

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

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

DATE: March 22, 2005

SUBJECT: Justification of Continuing Professional Services

The purpose of this memorandum is to report the recommendations of the evaluation committee that met on March 21, 2005 at 3:30 PM.

Proposals from thirteen (13) firms were evaluated by the committee. Boyle Engineering Corp., Malcolm Pirnie, Inc., PBS&J, Inc., and Reiss Environmental, Inc. (listed in alphabetical order) have been recommended to be short listed for telephone interviews/discussions to be held on March 24, 2005.

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

Criteria	Boyle Engineering Corp.	Malcolm Pirnie, Inc.	PBS&J, Inc.	Reiss Environmental, Inc.
Approach to Project/ Innovative Solutions (45%)	Good relationships w/ regulatory agencies; good subs; addressed FWS acquisition	Committed to communication; Offered innovative solutions; very well written	Covered all important items in a clear manner	Easy to read straightforward proposal; identified good group of subcontractors
Qualifications of Proposed Personnel and Firm (20%)	Qualified personnel; good org chart; concise resumes	Qualified personnel; Excellent subs listed	Highly qualified personnel; deep and broad experience	Excellent org chart; Strong in GIS
Similar Recent Project Experience (25%)	Similar work in Apopka, Orange County, Polk Co.	Similar work in Tampa, Orlando, Daytona	Listed projects larger than anticipated under this agreement	Similar work in Tampa, Orlando, Kissimmee
Workload/Ability to Perform (10%)	Committed to schedules & deadlines; keeps team together	Good tables on projected and current workload	Sufficient resources to support projects	More than adequate uncommitted labor

Signatures:

Michael R. Harber *Michael R. Harber*

Jeffrey F. Thompson, P.E. *Jeff F. Thompson*

Gary L. Rudolph *Gary L. Rudolph*

J. Dennis Westrick, P.E. *J. Dennis Westrick*

Copy: File

Firm	Jeff	Gary	Mike	Dennis	Total	Rank
Boyle	2	4	1	1	8	1
Reiss	3	8	2	5	18	2
Malcolm Pirnie	1	11	5	4	21	3
PBSJ	4	1	11	6	22	4
JEA	10	2	4	9	25	5
Hazen	5	6	13	2	26	6
Rocket	9	5	6	7	27	7
Harris	8	7	3	12	30	8
Brown&Caldwell	6	12	10	3	31	9
PEC	12	3	8	11	34	10
Hartman	7	9	7	13	36	11
DRMP	13	10	9	8	40	12
McKim	11	13	12	10	46	13

Initial Shortlisting Ranking March 21, 2005

73
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Boyle Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

- INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
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 - 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%)
Extremely well written approach addressing all areas of concern; good relationships w/ reg. agencies; will look out at future regulations; research emerging technologies, sulfur chemistry expert, wastewater/membrane exp. great section on budget/schedule in-house GIS staff; innovative (independent review, blending waters, opinion of probable cost at multiple stages)

Score 95
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Very qualified proposed staff – Tim Brodeur, Steve Durancieu
Note: Check O&B on new with Inwood

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)
Demonstrated Civil/Sanitary Design Experience (Brevard, Orange, etc.); Permitting (Orange Co. Utilities); Data Analysis (Polk, Osceola)

Score 90
(100-0)

Criteria: Workload/Ability to Perform (10%)
Demonstrated sufficient ability to perform

Score 80
(100-0)

73
PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Brown and Caldwell

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)
Extremely well thought out approach and very clearly organized and presented. Hit all the important areas and illustrated how BBC would approach each. Identified great group of sub-consultants.

Score 90
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Very qualified proposed staff – Bob Leacock, Ted Hortenstine

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)
Miami-Dade, JEA. Impressive experience.

Score 90
(100-0)

Criteria: Workload/Ability to Perform (10%)
Demonstrated ability to perform

Score 80
(100-0)

73
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc.

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%)

Good Approach, no major problems but not particularly impressive compared to the other submittals. Nevertheless all major areas were addressed and detailed, albeit not in a highly polished fashion.

Score 75
(100-0)

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

Very qualified proposed staff – Charles Smith

Score 80
(100-0)

Criteria: Similar Recent Project Experience (25%)

Demonstrated similar experience

Score 80
(100-0)

Criteria: Workload/Ability to Perform (10%)

Demonstrated ability to perform

Score 80
(100-0)

73
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Harris Civil Engineers, Inc.

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%)

Straightforward approach covering all major issues and including some innovative BIS issues, perhaps not as comprehensive as some submittals.

Score 90
(100-0)

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

Qualified proposed staff

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)

Demonstrated adequate similar experience

Score 80
(100-0)

Criteria: Workload/Ability to Perform (10%)

Demonstrated ability to perform

Score 80
(100-0)

¹³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Hartman & Associates, Inc.

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%)
Good approach with emphasis on process and modeling - perhaps a
little too much.

Score 85
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Very qualified proposed staff - Chuck Drake, Jon Fox, John Toomey

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)
Demonstrated Relevant Project Experience

Score 90
(100-0)

Criteria: Workload/Ability to Perform (10%)
Demonstrated Ability to Perform.

Score 80
(100-0)

73
PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Hazen and Sawyer, P.C.

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%)

While reading this outstanding approach, I realized clearly that what separates short-listed firms from those not short-listed is not necessarily a given firm's ability to perform but instead their ability to lucidly illustrate their competence and vision. Hazen and Sawyer does that here.

Score 92
(100-0)

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

Highly qualified proposed personnel - Dan Schmidt, Sanjay Puranik

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)

Good level of similar experience

Score 90
(100-0)

Criteria: Workload/Ability to Perform (10%)

My only area of concern with H&S's proposal. It wasn't entirely clear to me what level of subcontracting was proposed or with whom. Given H&S's Tampa location and the fact that they've been ranked #1 for the Master Plan Interim Updates, I would need additional clarification from them.

Score 80
(100-0)

¹³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Jones, Edmunds & Associates, Inc.

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%)

Impressive approach with considerable detail - clearly presented

Score 80
(100-0)

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

Very qualified personnel - Frank Van Pelt (I would like to have seen Frank designated in a more prominent role on the org chart since his knowledge of County issues and personnel would be highly valuable.)

Score 80
(100-0)

Criteria: Similar Recent Project Experience (25%)

Adequate similar experience although I would have liked to have seen more relocate experience.

Score 85
(100-0)

Criteria: Workload/Ability to Perform (10%)

Demonstrated ability to perform

Score 80
(100-0)

PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie, Inc.

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%)
Outstanding approach, very well thought out and presented with several innovative ideas and illustrated relationships with proposed subcontractors and contributors.

Score 95 (100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Very qualified proposed staff - Jean + Vic

Score 95 (100-0)

Criteria: Similar Recent Project Experience (25%)
Well illustrated similar experience

Score 90 (100-0)

Criteria: Workload/Ability to Perform (10%)
Demonstrated ability to perform.

Score 80 (100-0)

⁷³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: McKim & Creed, PA

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%)
Interesting approach took a different path than most others. Lots of good ideas.

Score 80
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Very qualified proposed personnel

Score 85
(100-0)

Criteria: Similar Recent Project Experience (25%)
Demonstrated similar experience

Score 80
(100-0)

Criteria: Workload/Ability to Perform (10%)
Demonstrated ability to perform.

Score 80
(100-0)

13
PS-5173-04/AJR - Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: PBS&J, Inc.

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%)
Excellent approach that covered all important items in a clear manner

Score 92
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Highly qualified proposed personnel - Bill Whidden Wayne Mather, Pam Holcomb, Raj Singh, JoAnn Jackson, Prasad Chittaluru

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)
PBS&J has a wealth of similar project experience though the items listed are somewhat larger than the projects to be anticipated under this contract.

Score 95
(100-0)

Criteria: Workload/Ability to Perform (10%)
Demonstrated Ability to Perform.

Score 80
(100-0)

⁷³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Professional Engineering Consultants

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%)

Good approach but not as comprehensive or insightful as several others.

Score 80
(100-0)

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

Qualified personnel

Score 80
(100-0)

Criteria: Similar Recent Project Experience (25%)

CR46A Phase II was a poor choice to be listed first since (A) it wasn't our Department's project and (B) Bob Adolphe is our Director, not a project manager. Other experience is OK.

Score 75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Demonstrated Ability to Perform

Score 80
(100-0)

¹³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

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%)

Outstanding approach that covered all the important points.
Identified proposed subcontractors.

Score 92
(100-0)

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

Highly qualified proposed staff - Gary Revoir, Ed Talton, Robert
Reiss, Marc Cannata

Score 95
(100-0)

Criteria: Similar Recent Project Experience (25%)

Experience listed falls right in line with what we're looking for.

Score 90
(100-0)

Criteria: Workload/Ability to Perform (10%)

Demonstrated Ability to Perform.

Score 80
(100-0)

¹³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Rockett & Associates, Inc.

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%)

Good approach, no major weaknesses.

Score 85
(100-0)

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

Fully qualified staff

Score 80
(100-0)

Criteria: Similar Recent Project Experience (25%)

Adequate similar experience listed

Score 85
(100-0)

Criteria: Workload/Ability to Perform (10%)

Demonstrated ability to perform

Score 80
(100-0)

13
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Boyle Engineering Corp.
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 of svcs.
Excellent Technical Proposal touching on general issues facing SC.
then provided detail on each challenge
Presented the "Boyle Plan" then went on to provide Specific
Approaches for each area for possible task categories
Have ASB experience.
Premier Water Quality firm in FL Score 95 42.8
Recognized SC's recent acquisition of FWS Tsystems (100-0)

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

> 83% of BECs work for returning clients, Tim Brodeur as PM
Good Org Chart showing SC at Top & all subs w/ contacts
Good concise resumes showing related & relevant experience
Top 500 ENR design firm, currently providing design for
SC's Markham WTP Phase II Improvements/Expansion Score 85 17.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

Good list of clients for recent projects, many in Central FL
both private & public
Providing General Engr Svcs. for Apple, Orange County, Belle Glade
Water Quality Master Planning for Polk County & Peace River H2O Authority Score 85 21.3
(100-0)

Criteria: Workload/Ability to Perform (10%)

Current workload increases from ~20% available in April
to 40% by October.
Committed to project schedules & deadlines, keeps work 8.5
team together thruout project. Score 85 (89.6)
(100-0)

PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Hazen & 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%)

Good concise cover letter, good section on PM, Project Team & Team Organization, well-organized Tech Proposal
Good discourse on impact of Safe DW Act & Clean H2O Act
* Thorough project understanding, citing the need to be responsive & adaptive to County's sometimes unique needs
* Provided excerpts from County's 2003 MPD, pledged commitment, being protective
Good concise project approach for each key need
Score 94 (100-0) A2,3

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

Dan Schmidt offered as PM, Firm ranked 84th in ENR (12th in sewer, 51st as pure designer)
Involved in >1.5 billion of infrastructure in FL in past 25 years
Currently have 29 GC assignments in FL
Provided WW design for 21 regional plants, 72 billion gals/day of pump station
Extensive database of actual construction costs
Score 85 (100-0) 17.0

Criteria: Similar Recent Project Experience (25%)

Long term consulting for Miami-Dade, Palm Bch County, Hollywood FL
City of Ft. Lauderdale & Loxahatchee River ECD
Performed Long-term demand forecasting for Tampa Bay H2O
* Provided Fig 11.2-1 showing GC assignments in FL
Worked for FGUA & Broward County
Score 80 (100-0) 20.0

Criteria: Workload/Ability to Perform (10%)

Workload Projection (Figure 1-2) shows about 70% utilization of staff in April 05 decreasing to 40% in Sept 05
Stated that a no. of assignments being completed & that key staff are available for SC.
Score 85 (100-0) 8.5 (87.8)

3
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Brown & Caldwell

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%)

Very good concise technical approach presented highlighting relevant project experience throughout text
Excellent project management approach
Presented Operational Mgmt Plan, good QA/QC plan and Tech Review Committee
Innovative capabilities for business consulting & utility mgmt.
* Project control internally monitors labor & budget weekly
Score 92 A1.4
(100-0)

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

Jim Peters proposed Project Principal - former Utils Director - Tallahassee
Bob Leacock as PM
* B&C has experienced GC on Staff (Steve Davies)
Lots of modeling experience; excellent cover letter
Has worked w/ SC in the past 1984 - 1998
Score 80 16.0
(100-0)
Good resumes showing when staff was hired & relevant project experience

Criteria: Similar Recent Project Experience (25%)

Utilized BROWIN & PROFILE software for JEA
Recent projects (2004) for JEA, City of Cape Canaveral & Stuart
* Excellent Subs
Score 79 19.8
(100-0)

Criteria: Workload/Ability to Perform (10%)

Good & unique current workload table showing current assignments to names of staff assigned to projects
Excellent Workload Availability graph showing more than adequate staffing.
Score 95 9.5
(100-0)

86.8

PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie

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%)

Offered to use Inframatrix for ww collection systems svs & flushing of
Thorough understanding of published RFP, excellent overall H2O lines
Good Project Approach to Assignments including Prelim & Final Design Svcs
- No specific hydraulic model identified
Committed to communication throughout project via various technologies

- Error in Project Understanding section

* M-P does not work for developers
* Offered innovative solutions on page 2-7

Score 91 41.0
(100-0)

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

Offering Victor Hurlburt as PM & Jenn Cutler as PE
Staff is very familiar w/ SCESD

* Good Team Member/ Discipline Chart on page 2-10

* Excellent Subs w/ EMI, Holt Surveying & Andreyev (Geotech)

Maitland office, 20 mins from SCESD

Good Org chart showing SC at top, all sub contacts given

Score 90 18.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

Current FL Clients include Cities of Tampa, Orlando, Daytona Beach, St. Pete & WPB. Also providing similar svcs for FGUA, Toho H2O, Polk & OC
Cited several relevant projects for WWTP expansions, GST & ITP
Orange County Neighborhood Utility System Imprints also FMs & WTM
Currently has PS contracts w/ SCESD for financial svcs & WWTP Imprints &
Also served as design engineer/CEI for Greenwood Lakes WWTP (Rising Plant)

Score 80 20.0
(100-0)

Criteria: Workload/Ability to Perform (10%)

Current Workload bar graph on page 1-2 shows 50% staff availability in April '05 thru June '05

No staff availability given beyond June '05 on bar chart

* Good Tables on Projected & Current Workload w/ est fees, scheduled start & completion dates

Score 75 7.5
(100-0) 86.5

PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Reiss Environmental, Inc.

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%)

Easy to read & follow written proposal
Approach is to build best project team possible, highlighted expertise of each SubConsultant
Thorough understanding of County's scope of projects & needs
Project approach given for each type of project i.e. interconnects, fire-flow

- Two errors in cover letter

Score 89 (100-0) 40.1

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

Local firm in Orlando w/ small but experienced staff
Proposing Gary Revoir as PM, supported by Marc Cannata, Rbt. Reiss
Firm is very familiar w/ SCSB, Ed Talton for modelling
* Best Org Chart showing BCC -> SC's PM -> Reiss PM
Strong in GIS/modelling

Proposing to use EMI for Elec & I/C. also PSI, et and Southeastern Surveying Score 89 (100-0)

17.8

Criteria: Similar Recent Project Experience (25%)

Has performed projects for SC under several MS Contracts, incl. Cl2 Conversions
Currently providing assistance on DBP issues & Wakiva Legislation
Water Distr. Optimization - City of Port St Lucie, Tampa Interconnects betwn. SC/Alt. Springs
Relocations for City of Orlando & Kissimmee, H2O/WWW Database - St. Cloud
Utility Acquisition valuation for Port St. Lucie (from St. Lucie Co.), also North Port (from GDU)
Chlorine Conversions GIS & Data Mgmt for St. Johns - Orange County Score 80 (100-0)

20.0

Criteria: Workload/Ability to Perform (10%)

Current Workload bar chart on Page I-7 shows more than adequate uncommitted labor starting in April 05 thru Dec 05

Score 79 (100-0)

7.9

85.8

3
PS-5173-04/AJR - Continuing Professional Services for Environmental Services

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%)

Thorough understanding of County's issues & needs.
Good approach focused on the "Big Picture, applying new technology in the GIS area. Good QA/QC Approach
Proposing multi-discipline approach to look at key issues
Recognized acquisition of several FWS, presented good mgmt philosophy & budget control system.
 * Recommend brainstorm session w/ SC staff at start of ea. project Score 90 40.5
 (100-0)

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

Very experienced team w/ SC staff & SCESD, 29 years serving SC
Project team has done various projects for SC, including Master Plan Update
Wayne Mather as PM, supported by Pam Helcomb & Bill Whidden
Full service firm w/ > 40 years, pipeline specialists
Local office in Maitland, ~ 20 miles from SCESD
Good Org Chart w/ all key team shown, including subs Score 85 17.0
Good concise resumes for all team members JH Han & Nadorse (100-0)

Criteria: Similar Recent Project Experience (25%)

PBS & J is currently designing reclaimed retrofit, designed Markham WTP Phase I
Providing continuing svs. to SCPWD
One of five firms on Master Agreements for H₂O & W W
Pipeline & replant for OUC, Reuse/OCF reclaimed WM
Score 70 17.5
 (100-0)

Criteria: Workload/Ability to Perform (10%)

Key staff availability bar graph shows 10% availability in 1st Qtr increasing to 35% by EOY

Score 75
(100-0)

7.5
82.5

3
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Rockett & Associates

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%)
No. Specific Project Approach provided. presented general approach
Recognized that projects under continuing contracts are often critical, unexpected
driven by reqmts outside SC control & often w/ short schedules
Good permitting approach presented, R & A staff w/b available at all times
Pledged to not duplicate services already provided to County
* Proposed non-destructive underground util. location via vacuum excav. electronic
Devices & GPR Score 72 32.4
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
R & A is very familiar w/ SCESD staff
Proposing Lewry Rockett as PIC & Stephen Bailey as PM
Provided MSBU assistance to SC
Local Firm w/ office in Winter Park, good experienced staff
Good concise cover letter Score 85 17.0
(100-0)

Criteria: Similar Recent Project Experience (25%)
Providing similar services to Orange County & Polk County, Alt Springs
GC for SSNOCWTA, worked for SC since 1988 Winter Park, Lake Mary
Provided CEI Sucs. for SC on SR 434, Working for JOTO H₂O, Lake Mary
Designed GUL/ Heathrow Interconnects (H₂O & Reclaimed)
EOR for Utilities Relocations for SR 426 & SR 434
Provided examples of projects performed under Score 85 21.3
similar GC continuing contracts (100-0)

Criteria: Workload/Ability to Perform (10%)
Work Load Pie Chart on Page 6 & text indicates ~65%
commitments to SSNOCWTA & Orange County leaving ~35%
available for SC. 8.9
Provided detailed list of current work for clients by
no estimate of completion dates Score 89 8.9
(100-0)

3
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: T. 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%)
Project Management Strategy involves Work Breakdown Structure (WBS)
rather bland & standard project approach for design projects
Good section on Client Participation
Good QA/QC process, use H2O Net for modeling
No mention of County's current issues or FWS systems

Score 70 31.5
(100-0)

Criteria: Qualifications of Proposed Personnel and Firm (20%)
Michael Henry as PM, supported by a variety of PE's & EIs
Good resumes w/ team members, start dates, & select project experience
Caene Williford & Charles Smith (Former City of Oviedo) on staff
Good Org Chart w/ quality subs.
Has done lots of projects w/ SC, especially Public Works

Score 75 15.0
(100-0)

Criteria: Similar Recent Project Experience (25%)
Existing continuing clients include Cities of Maitland, Orlando
Mount Dora, Oviedo, Cocoa, Titusville & Lake Mary also Tote H2O
Worked for SC on SR 426 & SR 427, worked for Maitland
Plant City, Reedy Creek, Kissimmee, Oviedo, Orange County Cocoa

Score 85 21.3
(100-0)

Criteria: Workload/Ability to Perform (10%)
Currently winding down on several contracts
Key Staff has 30% Availability up to 50%

Score 85 8.5
(100-0)
76.3

3
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Jones Edmunds & Associates, Inc.

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%)

Pledged responsiveness by responding to work requests w/ 24hrs
& services & cost proposal w/ 4 working days.
Good concise cover letter very thorough project approach
Proposed site visit prior to developing detailed project plan
Good overview of typical design project workflow, also permitting
Extensive GIS services offered, also CEI
Not very innovative

Score 75
(100-0)

33.8

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

Orlando office offering Frank Van Pelt as as support
Richard Voorhees as PM
Very familiar w/ SC's Public Works 10-year plan via Frank Van Pelt
Full-service firm w/ Orlando office - good org chart w/ subs shown
Good resumes but not a lot of employment detail
resumes for all team

Score 75
(100-0)

15.0

Criteria: Similar Recent Project Experience (25%)

No Dates Given

Currently providing CEI services for SC's Elk Branchy road widening
H2O Distrib. System Modeling - City of Bradenton
Lift Stations Relocation - City of Rockledge, Pinellas County
Utility relocations - City of Bradenton, City of Dunellon
GIS Database Development - South Walton Utility Co.

Score 75
(100-0)

18.8

Criteria: Workload/Ability to Perform (10%)

Excellent Workload Availability discussion w/
current workload % for each team member &
overall Workload Availability chart for 2005-2006

Score 85
(100-0)

8.5
76.1

3
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: McKim & Creed

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%)

Stated continuing svcs. agreements are simple methodology for proj svcs. for small to med. projects
* Approach considered consultant as extension to County Staff
Very strong in SCADA proposed to start each project w/ KO mtg & develop Basis of Design Report, for simple projects - a Letter Report
- Project approach was general in nature & not focused on scope/types or key issues
- No mention of recent FWS acquisitions
Score 70 31.5
(100-0)

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

Regional firm w/ main office in Daytona Beach, 26 years, 10 years in FL
Proposed PM is Mark Veenstra, supported by Dan Cote
Firm has similar cont. svcs. agrmts w/ City of DB, Volusia Cnty, Palm Coast, Clearwater, Pinellas Co. Sarasota Co. & Citrus Co.
Scott Spooner - former FWS
Subs - Strickland Envir. & Universal Engr. Sciences (Geotech)
Score 75 15.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

Recent projects include Sewer Modeling for Sarasota Co., H2O Distr. Sys Eval & Upgrade for Hernando County, GIS Svcs. for Manatee Co.
Utility relocations for Pinellas Co. & City of Ormond Beach, Clearwater Wastewater System Program & WWMP for Daytona Beach
Reclaimed H2O Interconnect between Pinellas Co / Clearwater
Score 80 20.0
(100-0)

Criteria: Workload/Ability to Perform (10%)

Current & Projected workload shows average of 60 to 70% committed. Over next 16 mos, work availability improves substantially
Score 85 8.5
(100-0)

8.5
85.0

3
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: PEC

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%)

Proposed to establish "basis of design" & not study what has been studied
Proposed use of Tech Memos for key design issues, Kick-Off mts. before
Presented detailed tech approach for Pipeline Relocate Projects
Also, presented Project Action Item Report (see example on Sect 2, Page 9.
 - Focused too much on pipeline design/relocates
No mention of FWS facilities, or County's issues & concerns
 Score 71 32.0
 (100-0)

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

Full service firm located in Orlando, Ken Hooper w/b P-I-C
Geoff Hennessy as PM, design engs for NW WWTP & SR 46 Recl. Main
Excellent resumes showing yrs of exper. w/ PEC & others
Prepared LS Rehab specs & tech details for SC
Extensive volume of previous work w/ SC mostly w/ PW
EICF Grand Award for Engr. Excellence - City of Titusville
Good Org chart w/ site off & subs shown
 Score 75 18.0
 (100-0)

Criteria: Similar Recent Project Experience (25%)

Currently providing PS svcs for SC PWD minor roads & drainage contract
Similar projects included CR 46A (Phase II) Sanitary Sewer System
Forsyth Rd Widening FM & Sanitary Sewer Imprints, SR 436 widening &
Recl. WM - Titusville/Cocoa Interconnect (Potable H₂O), Oldsaw Interconnects
County's NW WWTP Recl. Sys. Imprints & SR 46 Recl. WM.
Delray Bch Recl. H₂O System Feasibility Anal.
 * Fire Flow Modeling - Oviedo Mall & Seminole Town Ctr. Mall
 Score 75 18.8
 (100-0)

Criteria: Workload/Ability to Perform (10%)

* Excellent current Workload Table provided in Section 1, Page 2
showing team individuals w/ committed % for current projects vs.
% Availability

Score 89
(100-0)

8.9
74.1

3
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Harris Civil Engineers, Inc.
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 project scope, permitting requests.
Approach said HCF would "routinely" inform County of project status??
Error in description of Tupperware project Section 6.3.1
Other minor errors in Technical Approach section
No mention of FWS systems

Score 69 31.1
(100-0)

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

Formerly Ivey Harris & Walls
Joe Harris as Principal-in-Charge, J. Stephen Dieter as PM
Has worked for SC since 1994, currently under continuing SOCS contract w/ SC Public Works
Uses H2ONET

Score 70 14.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

Has provided utilities design for UCF
Fire flow studies for UCF, Lift Sta. Upgrade - Tupperware
firm has lots of experience w private development in Central FL
Performed UCF/Orange County Interconnect
Good GIS experience w Orange County, Waterford Lakes, Universal Studios

Score 75 18.8
(100-0)

Criteria: Workload/Ability to Perform (10%)

Org chart shows subconsultants
Current Workload Chart (Section H) shows good availability for SC for both P-I-C & PM

Score 80 8.0
(100-0) (71.9)

3
PS-5174-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Hartman & Associates

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%)

Error in cover letter
Offered a continuous communication process
Project approach was straightforward & unimaginative
Hydraulic modeling limited to 6-inch pipe & larger, what about FWS??
Two pages on hydraulic modeling read like a textbook - boring
No mention of FWS
Score 65 29.3
(100-0)

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

Good Org Chart showing SC at top
Only one sub listed (Arctaman & Assoc Soils Geotech)
Full-service engineering firm
Currently providing Alternative Water Supply Study services
HAI has performed various projects for SCESD
Score 75 15.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

Performed interconnect study for N Miami Bch
Lots of experience for membrane WTPs including NMB,
Desoto County, UCCNSB & City of Palm Bay
Transmission & Water Main experience for Bartow, Changewgate
Lots of hydraulic modeling experience cited
Score 70 17.5
(100-0)

Criteria: Workload/Ability to Perform (10%)

Current & Anticipated Workload Chart shows
adequate workload availability with increasing availability
thru remainder of 05 and lots of availability in 06
No specifics given for team members - hard to decipher
Score 75 7.5
(100-0)

69.3

#1

PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Boyle Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Michael R. Horben

- 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%)

Boyle's presentation described in detail their scope of work scheme and offered realistic data to accomplish each task mentioned with reference to the scope of service. I was impressed with Boyle's written presentation.

Score 40.05 (100-0)

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

Boyle has selected highly qualified team members. I was impressed with the scope and engineering diversity of the staff and the firm.

Score 17.80 (100-0)

Criteria: Similar Recent Project Experience (25%)

Boyle worked on similar size utility systems. Their schedule control was impressive which reference scope of work, established deadlines, and deliverables.

Score 22.25 (100-0)

Criteria: Workload/Ability to Perform (10%)

Workload is acceptable. However, I am apprehensive the firm workload may be limited at the first of the year 2005.

Score 8.90 (100-0)

I like the mention of custom design using technologies to obtain the life cycle of equipment at the best value/cost for their clients.

Total 89

10

⁷³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Brown and Caldwell

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Brown and Caldwell presentation described in
detailed Civil engineering practices. Their hydraulic
Modeling and Capacity analysis was inventive.

Score 36.00
(100-0)

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

Brown and Caldwell have selected highly qualified
team members. The firm was involved with several
Civil engineering projects. I like their staff qualifications
and the extensive collection of experiences.

Score 16.00
(100-0)

Criteria: Similar Recent Project Experience (25%)

Brown and Caldwell worked on similar size utility
systems, as Seminole County. Their project experience
is satisfactory.

Score 20.00
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload at the beginning of FY05 is acceptable.

Score 8.00
(100-0)

Total
80

#9

73
PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

DRMP presentation was based on past performance. I would have preferred information describing new inventive ideas and offer realistic data to accomplish each task.

Score 36.45
(100-0)

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

DRMP has selected qualified team members. The firm has the ability to carry out civil engineering functions and can execute the work.

Score 16.20
(100-0)

Criteria: Similar Recent Project Experience (25%)

DRMP has worked on similar size utility projects.

Score 20.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

Acceptable workload to perform the work.

Score 8.10
(100-0)

Total
81

73
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Harris Civil Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

HCE presentation described in detail their scope of work scheme and offered realistic data to accomplish each task. I was impressed with their approach and solutions to each task.

Score 39.15
(100-0)

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

HCE has selected highly qualified team members with many years of experience. HCE's firm/Staff have the specialties and skills to do the work.

Score 17.4
(100-0)

Criteria: Similar Recent Project Experience (25%)

HCE worked on similar size utility systems. Their description of each task was very precise.

Score 21.75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload/Ability to perform the work: Acceptable

Score 8.70
(100-0)

I was impressed with their written presentation. Each topic was to the point and logical.

TOTAL 87

I was delighted HCE mentioned security. Mr. Cedrowski was involved with many U.S. Military Base Security upgrades.

#7

^{T3}
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Hartman and Associates, Inc.

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%)

Hartman presentation described their work scheme. Their description of work enclosed all civil engineering tasks.

Score 37.35
(100-0)

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

I like their staff qualifications and the extensive collection of experiences. The firm was involved with many civil engineering project

Score 16.60
(100-0)

Criteria: Similar Recent Project Experience (25%)

Hartman worked on similar utility projects. They have the experience to do the work.

Score 20.75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload/Ability to perform: Acceptable

Score 8.30
(100-0)

I would preferred information detailing financial savings to the County.

Total 83

#13

13
PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Hazen and Sawyer, P.C.

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%)

Hazen and Sawyer presentation described in detail their project approach and offered realistic data to accomplish each task.

Score _____ 34.65
(100-0)

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

H&S have selected highly qualified team members. The firm has a strong civil engineering staff.

Score _____ 15.4
(100-0)

Criteria: Similar Recent Project Experience (25%)

Hazen and Sawyer worked on similar size Utility System. Their project schedule was impressive and very detailed.

Score _____ 19.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload/Ability to perform: acceptable.

Score _____ 7.70
(100-0)

I have concerns with the Hazen and Sawyer main office location. I would prefer a office in Seminole County. Total 77

#4

73
PS-5175-04/AJR - Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Jones, Edmunds, & Associates

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 - 89 Excellent, Very Good, Solid in all respects.
70 - 79 Good, No major weaknesses, Fully Acceptable as is
60 - 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

JEA presentation described in detail their scope of work and offered realistic data to accomplish each task mentioned in the County's scope of work.

Score 38.70
(100-0)

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

JEA has selected highly qualified team members. The firm was involved with all the type of engineering functions the County scope mentioned

Score 17.20
(100-0)

Criteria: Similar Recent Project Experience (25%)

JEA has worked on similar civil projects. I like the mention of establishing deadlines.

Score 21.50
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload/Ability to Perform: acceptable

Score 8.60
(100-0)

I like their utility relocation experience. Especially permitting.

I was impressed with JEA's written presentation.

Total 86

#5

13
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie, Inc.

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Malcolm Pirnie detailed their scope of work proposal and offered realistic data to accomplish each task.

Score 38.25
(100-0)

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

Malcolm Pirnie has selected qualified team members. I was impressed with the staff qualifications and their extensive collection of experience.

Score 17.00
(100-0)

Criteria: Similar Recent Project Experience (25%)

Malcolm Pirnie has worked on similar civil projects.

Score 21.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload/Ability to Perform: acceptable

Score 8.50
(100-0)

TOTAL 85

13
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: McKim & Creed PA

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

McKim & Creed presentation was based on past performance. I would preferred additional information describing new ideas to accomplish each task mentioned in the County Scope.

Score 35.10
(100-0)

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

Their past work record was not very detailed. Staff / Firm qualification and experiences were acceptable.

Score 15.60
(100-0)

Criteria: Similar Recent Project Experience (25%)

McKim & Creed has worked on similar civil projects

Score 19.50
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload / Ability to Perform: Acceptable

Score 7.80
(100-0)

78

11

^B
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: PBS&J, Inc.

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

PBS&J presentation was based on past performance.
I would prefer a supplementary description
of new inventive ideas.

Score 35.55
(100-0)

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

I like their staff qualifications. The firm
was involved with many civil engineering
functions and can execute the work.

Score 15.80
(100-0)

Criteria: Similar Recent Project Experience (25%)

PBS&J has worked on similar civil projects.

Score 19.75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload / Ability to Perform: Acceptable

Score 7.90
(100-0)

Total 79

#8

13
PS-5175-04/AJR - Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 - 89 Excellent, Very Good, Solid in all respects.
70 - 79 Good, No major weaknesses, Fully Acceptable as is
60 - 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

PEC presentation described basic civil engineering practices.
GIS and hydraulic modeling was not mentioned.
PEC should have mentioned new technologies and there benefit to the County.

Score 36.90
(100-0)

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

PEC Staff are qualified to do the work. The firm was involved with many civil engineering projects.
PEC Staff has extensive collection of experience.

Score 16.40
(100-0)

Criteria: Similar Recent Project Experience (25%)

PEC worked on similar civil projects.

Score 20.50
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload/Ability to Perform: acceptable.

Score 8.20
(100-0)

Total 82

#2

73
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Reiss Environmental, Inc.

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Reiss presentation described in detail their scope of work scheme and offered realistic data to accomplish each task.
I like the mention of combining GIS and hydraulic modeling technologies.

Score 39.60
(100-0)

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

Reiss has selected highly qualified team members.
I was impressed with the firm and diversity of the staff.

Score 17.60
(100-0)

Criteria: Similar Recent Project Experience (25%)

Reiss worked on similar civil projects, I was impressed with their reference of established deadlines, and deliverables.

Score 22.00
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload at the beginning of FY05 throughout the year is acceptable.

I was impressed with Reiss's written presentation.

Score 8.80
(100-0)

Total 88

#6

73
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Rockett & Associates

QUALIFICATION COMMITTEE MEMBER: Michael R. Harber

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Rockett presentation described civil engineering scheme.
I would have favored a detailed approach using the newest technology and the benefit of using these technologies.

Score 37.80
(100-0)

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

Rockett has selected highly qualified team members. The firm was involved with many civil engineering projects.

Score 16.80
(100-0)

Criteria: Similar Recent Project Experience (25%)

Rockett worked on similar civil projects

Score 21.00
(100-0)

Criteria: Workload/Ability to Perform (10%)

Workload/Ability to Perform: acceptable.

Score 8.40
(100-0)

I like their staff qualifications and the extensive collection of experiences

Total 84

73
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Boyle Eng. Inc.

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%)

Firm provided great detail on all aspects of the project. Very nice breakdown of what support will be needed.

Score 89 40.05
(100-0)

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

STAFF'S resumes provided were impressive. MISSING 12 resumes of indiv. shown on ORGANIZATIONAL chart

Score 72 14.4
(100-0)

Criteria: Similar Recent Project Experience (25%)

Many diff. projects were provided showing all of the types of support firm could provide.

Score 79 19.75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm has shown available workload to complete this project.

Score 75 7.5
(100-0)
81.7

73
PS-5175-04/AJR - Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: McKim & Creed, PA.

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%)

Very basic approach given in proposal - No specifics
given except permitting.

Score 75 33.75
(100-0)

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

Provided good resumes for all indiv's minus corp.
Subconsultants resumes not provided.

Score 70 14.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

Good listing of projects that fit into this
category. NICE overview of types of projects

Score 75 18.75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm has provided sufficient detail
showing they would be able to support
this project

Score 77 7.7
(100-0)
74.2

73
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: PBS+J

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%)

Very extensive approach provided in proposal
by firm. Good overview of all services to be
provided.

Score 95 42.75
(100-0)

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

Very qualified staff have been put on
this team. Very deep & broad experience
base

Score 85 17.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

The listing of the projects seemed perfunctory
but weak. I would have thought firm would
have provided more projects in proposal.

Score 75 18.75
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm has shown sufficient resources to
support projects

Score 75 7.5
(100-0)
86

73
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: JONES EDMUNDS

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%)

VERY GOOD OVERVIEW OF PROJECT. GOOD
WRITING ON ALL ASPECTS OF COMPLETING A
PROJECT UNDER THIS SCOPE.

Score 90 40.5
(100-0)

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

GOOD STABLE TEAM PROVIDED.

Score 79 15.8
(100-0)

Criteria: Similar Recent Project Experience (25%)

NICE OVERVIEW OF PROJECTS - GOOD CROSS SECTION
OF TYPES OF PROJECTS. ONE REPLICATION WAS
NOTED.

Score 82 20.5
(100-0)

Criteria: Workload/Ability to Perform (10%)

FIRM PROVIDED SUFFICIENT DETAIL
SHOWING THEY HAVE THE RESOURCES TO
MEET DEMANDS OF THE PROJECT FOR THE NEXT
YR.

Score 75 7.5
(100-0)
84.3

13
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

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%)

GOOD APPROACH - NOTHING JUMPED OUT EXCEPT WBS APPROACH. NO BUCKDOWN ON PERMITTING TO REDUCE/ELIMINATE RISK.

Score 75 33.25
(100-0)

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

LIKE GARY MEMBER OF TEAM
GOOD BROAD BASED TEAM.

Score 80 16.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

GOOD # of variety of projects. would have liked to have see more.

Score 77 19.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

SUBMITTAL HAD Addendum 2nd page out of ORDER. FIRM PROVIDED SUFFICIENT DETAIL
SHOWING TIME IS AVAILABLE TO DO WORK.

Score 75 7.5
(100-0)
76.5

73
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: MALCOLM PIRNITZ

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%)

W/W Insp. Potable water flushing. Public involvement
Early Matrix, GOOD BREAKDOWN OF THE PROCESS TO HELPING
IN RMB SUPPORT SERVICES. GOOD DETAILED ON RMB REVIEW +
PROVABLE COST.

Score 78 ~~35.1~~
(100-0) 35.1

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

ENQUIREIES Bid's provided very good - missed Left out
MAJORITY of staff including sub consultants.

Score 71 14.2
(100-0)

Criteria: Similar Recent Project Experience (25%)

BETWEEN Bid's + Listing a good overview of diff. types
of projects was provided

Score 77 19.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

FIRM has provided sufficient information indicating
they will be able to support project - ? on start date
of Dec - 2003

Score 70 7.0
(100-0) 75.55

73
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Harris

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%)

Very nice approach to work / project seemed focused on smaller projects which this project is about.

36.45

Score 81
(100-0)

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

LIKE THE CHART SHOWING # of years of exp. GOOD INFO ON ALL participants except subconsultants -

16.4

Score 82
(100-0)

Criteria: Similar Recent Project Experience (25%)

LIKE ALL PROGRAM FOR UNIVERSAL. PROJECTS SEEM OVER SIMILAR WHICH IS THE LEVEL OF EXPERIENCE WE ARE LOOKING FOR.

Score 83
(100-0)

20.75

Criteria: Workload/Ability to Perform (10%)

FIRM PROVIDED SUFFICIENT DETAIL INDICATING THEY HAVE SUFFICIENT AVAILABLE TIME TO SUPPORT PROJECT.

Score 72
(100-0)

7.2

80.8

73
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Rockwell + Associates

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%)

Firm provided a good overview of how they do business - no real specifics for any type of projects except pipelines.

Score 83
(100-0)

37.35

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

Good Resumes for ones given. Missing resumes for two of the team and no subconsultants provided

Score 73
(100-0)

14.44

Criteria: Similar Recent Project Experience (25%)

All projects provided seem long term in nature - shows good staying power. The projects by title seem to fit our needs.

Score 85
(100-0)

21.25

Criteria: Workload/Ability to Perform (10%)

Firm has provided sufficient detail indicating they can support project. 35% available like to identified 90

Score 85
(100-0)

8.5
81.7
5

73
PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Reiss Env.

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%)

Unique use of adding staff information to approach to project. Good use of project in description of project approach.

37.35

Score 83
(100-0)

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

ONLY BID'S provided as major players in project. No sub consultant BID'S provided.

15

Score 75
(100-0)

Criteria: Similar Recent Project Experience (25%)

Good cross of types of projects they have done. Good review on New Acquisitions.

20

Score 80
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm has provided sufficient detail showing they can respond to projects

7.5

Score 75
(100-0)

79.85

73
PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: PEC

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%)

NLR on Record Drawing Verification ALIGNMENT STUDY
Phase. Very extensive process identified on how to work
a project. Project item Action report is good way to
show how it is done.

39.6

Score 38
(100-0)

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

The Bio's provided were very extensive and good.
A lot of teams no Bio's provided + more for submittal

15

Score 25
(100-0)

Criteria: Similar Recent Project Experience (25%)

Good way of showing similar projects by type with
description.

20

Score 80
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm provided sufficient detail on available
time to do project. Not % approach

8.0

Score 80
(100-0)

82.6

73
PS-5175-04/AJR – Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: Brown + Caldwell

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%)

Overall GOOD APPROACH TO START PROGRAM.
Communication & essential basis is great.
Reasonable good approach on how to complete project.

Score 78 35.1
(100-0)

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

NEED TOUCH to add promo's from other customers
Good Bio's on ones provided - missing subconsultant
one major team player.

Score 74 14.8
(100-0)

Criteria: Similar Recent Project Experience (25%)

Not a lot of similar experience provided in proposal

Score 72 18
(100-0)

Criteria: Workload/Ability to Perform (10%)

Firm provided info that appears they will be able to support project.

Score 70 7.0
(100-0)

74.9

⁷³
PS-5175-04/AJR – Continuing Professional Services for
Environmental Services

SUBMITTAL COMPANY NAME: Tetra Tech, INC.

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%)

A GOOD BASIC APPROACH WAS GIVEN. Not as
extensive or specific as expected except the
modeling section.

Score 78 35.1
(100-0)

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

GOOD BIO'S PROVIDED - NOTHING ON THE
SUBCONTRACTORS.

Score 76 15.2
(100-0)

Criteria: Similar Recent Project Experience (25%)

ALICE JOBS ON SIMILAR EXPERIENCE. GOOD
LISTING OF PROJECTS IN TABLE FORMAT.

Score 78 19.5
(100-0)

Criteria: Workload/Ability to Perform (10%)

FIRM PROVIDED SUFFICIENT DETAIL INDICATING
THEY HAVE SUFFICIENT RESOURCES TO SUPPORT PROJECT.

Score 75 7.5
(100-0)
77.3

⑤ 6

73
PS-5175-04/AJR - Continuing Professional Services for Environmental Services

SUBMITTAL COMPANY NAME: HAZELNUT 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%)

Good overview of all aspects required in this project. Good explanation of each area of project concern.

Score 83 37.35
(100-0)

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

Bio's provided were good. Left out some team members + sub consultants.

Score 78 15.6
(100-0)

Criteria: Similar Recent Project Experience (25%)

Not a lot of similar experience given - seen in large entities. Good basic description.

Score 81 20.25
(100-0)

Criteria: Workload/Ability to Perform (10%)

Sufficient detail provided indicating firm can support. Like % of time available.

Score 80 8.0
(100-0)
81.2

**CONTINUING CONSULTANT SERVICES AGREEMENT (PS-5173-04/AJR)
ENVIRONMENTAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BOYLE CONSULTING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 320 E. South Street, Orlando, Florida 32801, 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 construction plan preparation, environmental and utility permitting for minor projects, and other related services as needed; 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 a "Fixed Fee" basis. Work Orders shall not include reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) All Work Orders 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) The CONSULTANT may invoice the amount due based on the total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a the Fixed Fee amount. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Fixed Fee" basis.

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 7. 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 8. 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 9. 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 10. 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, contem-

plated by this Agreement.

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

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

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

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. 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 18. 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 subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors 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 19. 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 20. 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 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 24. 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 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. 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 27. 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 28. 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:

Boyle Engineering, Inc.
320 E. South Street
Orlando, Florida 32801

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

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

ATTEST:

BOYLE ENGINEERING, INC.

SALVATORE D'ANGELO
Regional Vice-President

(CORPORATE SEAL)

By: _____
A. THOMAS BROWN
Vice-President

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.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/30/05
ps-5173-Boyle

- 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 Continuing Professional Services

Scope of Work: Seminole County is seeking qualifications from firms to provide, but not be limited to construction plan preparation, environmental and utility permitting for minor projects. These services will vary in complexity. Some projects will require preliminary and final design phases, hydraulic analysis and potentially intensive permitting efforts.

Work orders under this agreement will be inclusive of surveying, soil and geotechnical analysis, hydraulic modeling and any other analysis that would be needed to produce a set of construction plans. The projects will include, but not be limited to, the following:

1. Utility Relocates for Minor Roads Projects
2. Fire Flow Modeling and Capacity Analysis
3. Engineering Evaluation of Proposed Utilities within Development Projects
4. Interconnects with other Utilities
5. Utility Data Analysis and Management Systems
6. Geographic Information Systems and Hydraulic Modeling Assistance
7. Minor Permitting

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)

By: _____, Secretary
_____, President

Date: _____

(CORPORATE SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

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

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

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

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)

**CONTINUING CONSULTANT SERVICES AGREEMENT (PS-5173-04/AJR)
ENVIRONMENTAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PBS&J**, duly authorized to conduct business in the State of Florida, whose address is 482 S. Keller Road, Orlando, Florida 32810-6101, 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 construction plan preparation, environmental and utility permitting for minor projects, and other related services as needed; 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 a "Fixed Fee" basis. Work Orders shall not include reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) All Work Orders 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) The CONSULTANT may invoice the amount due based on the total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a the Fixed Fee amount. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Fixed Fee" basis.

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 7. 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 8. 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 9. 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 10. 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, contem-

plated by this Agreement.

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

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

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

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. 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 18. 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 subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors 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 19. 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 20. 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 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 24. 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 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. 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 27. 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 28. 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:

PBS&J
482 S. Keller Road
Orlando, Florida 32810-6101

SECTION 29. 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.

Witness

By: _____

W. SCOTT DELOACH
Executive 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.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/30/05
ps-5173-PBSJ

- 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 Continuing Professional Services

Scope of Work: Seminole County is seeking qualifications from firms to provide, but not be limited to construction plan preparation, environmental and utility permitting for minor projects. These services will vary in complexity. Some projects will require preliminary and final design phases, hydraulic analysis and potentially intensive permitting efforts.

Work orders under this agreement will be inclusive of surveying, soil and geotechnical analysis, hydraulic modeling and any other analysis that would be needed to produce a set of construction plans. The projects will include, but not be limited to, the following:

1. Utility Relocates for Minor Roads Projects
2. Fire Flow Modeling and Capacity Analysis
3. Engineering Evaluation of Proposed Utilities within Development Projects
4. Interconnects with other Utilities
5. Utility Data Analysis and Management Systems
6. Geographic Information Systems and Hydraulic Modeling Assistance
7. Minor Permitting

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)

By: _____, President

(CORPORATE SEAL)

, Secretary

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

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

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

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)

**CONTINUING CONSULTANT SERVICES AGREEMENT (PS-5173-04/AJR)
ENVIRONMENTAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **REISS ENVIRONMENTAL, INC.**, duly authorized to conduct business in the State of Florida, whose address is 12001 Research Parkway, Suite 228, Orlando, Florida 32826, 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 construction plan preparation, environmental and utility permitting for minor projects, and other related services as needed; 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 a "Fixed Fee" basis. Work Orders shall not include reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) All Work Orders 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) The CONSULTANT may invoice the amount due based on the total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a the Fixed Fee amount. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Fixed Fee" basis.

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 7. 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 8. 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 9. 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 10. 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, contem-

plated by this Agreement.

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

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

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

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. 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 18. 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 subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors 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 19. 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 20. 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 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 24. 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 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. 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 27. 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 28. 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:

Reiss Environmental, Inc.
12001 Research Pkwy, Ste 228
Orlando, Florida 32826

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

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

ATTEST:

REISS ENVIRONMENTAL, INC.

, Secretary

(CORPORATE SEAL)

By: _____
C. ROBERT REISS, President

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.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/30/05
ps-5173-Reiss

- 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 Continuing Professional Services

Scope of Work: Seminole County is seeking qualifications from firms to provide, but not be limited to construction plan preparation, environmental and utility permitting for minor projects. These services will vary in complexity. Some projects will require preliminary and final design phases, hydraulic analysis and potentially intensive permitting efforts.

Work orders under this agreement will be inclusive of surveying, soil and geotechnical analysis, hydraulic modeling and any other analysis that would be needed to produce a set of construction plans. The projects will include, but not be limited to, the following:

1. Utility Relocates for Minor Roads Projects
2. Fire Flow Modeling and Capacity Analysis
3. Engineering Evaluation of Proposed Utilities within Development Projects
4. Interconnects with other Utilities
5. Utility Data Analysis and Management Systems
6. Geographic Information Systems and Hydraulic Modeling Assistance
7. Minor Permitting

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

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)

**CONTINUING CONSULTANT SERVICES AGREEMENT (PS-5173-04/AJR)
ENVIRONMENTAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **MALCOLM PIRNIE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2301 Maitland Center Parkway, Suite 140, Maitland, Florida 32751, 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 construction plan preparation, environmental and utility permitting for minor projects, and other related services as needed; 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 a "Fixed Fee" basis. Work Orders shall not include reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) All Work Orders 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) The CONSULTANT may invoice the amount due based on the total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a the Fixed Fee amount. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Fixed Fee" basis.

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 7. 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 8. 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 9. 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 10. 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, contem-

plated by this Agreement.

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

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

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

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. 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 18. 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 subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors 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 19. 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 20. 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 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 24. 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 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. 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 27. 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 28. 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:

Malcolm Pirnie, Inc.
2301 Maitland Center Pkwy, Ste 140
Maitland, Florida 32751

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

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

ATTEST:

MALCOLM PIRNIE, INC.

, Secretary

By: _____
DAVID CERRETO, Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/30/05
ps-5173-MP

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 Continuing Professional Services

Scope of Work: Seminole County is seeking qualifications from firms to provide, but not be limited to construction plan preparation, environmental and utility permitting for minor projects. These services will vary in complexity. Some projects will require preliminary and final design phases, hydraulic analysis and potentially intensive permitting efforts.

Work orders under this agreement will be inclusive of surveying, soil and geotechnical analysis, hydraulic modeling and any other analysis that would be needed to produce a set of construction plans. The projects will include, but not be limited to, the following:

1. Utility Relocates for Minor Roads Projects
2. Fire Flow Modeling and Capacity Analysis
3. Engineering Evaluation of Proposed Utilities within Development Projects
4. Interconnects with other Utilities
5. Utility Data Analysis and Management Systems
6. Geographic Information Systems and Hydraulic Modeling Assistance
7. Minor Permitting

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)

By: _____

_____, Secretary

_____, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

DARYL G. MCLAIN, Chairman

Date: _____

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

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

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

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)