

13. Approve Ranking List, Authorize Negotiations, and Award a Master Agreement for PS-5158-04/TLR – US 17/92 Design from Orange County Line to Lake of the Woods Boulevard.

PS-5158-04/TLR will provide for professional engineering design services in connection with reconstructing approximately 1.0 mile of U.S. Highway 17/92 from the Orange County Line to just south of Lake of the Woods Boulevard., located in Seminole County between the cities of Altamonte Springs and Casselberry. This project consists of reconstructing the existing 6-lane open drainage roadway section to provide a 6-lane urban curb and gutter section with stormwater treatment potentially within the existing right-of-way.

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

- Avcon, Inc., Orlando;
- HDR Engineering Inc., Orlando;
- H.W. Lochner, Inc., Orlando;
- Horizon Engineering Group, Inc., Orlando;
- Keith and Schnars P.A., Altamonte Springs;
- Kelly, Collins & Gentry, Inc., Orlando;
- Lochrane Engineering, Inc., Orlando;
- MACTEC Engineering and Consulting, Inc., Orlando;
- Reynolds, Smith & Hills, Inc., Orlando; and
- Transportation Engineering, Inc., dba TEI, Lake Mary

The Evaluation Committee, which consisted of Lenor Bromberg, Principal Engineer, Public Works; Rob Frank, Deputy County Manager; Gary Johnson, Director, Public Works; Jerry McCollum, P.E., County Engineer, Public Works; Tom Radzai, Sr. Engineer, Public Works; and Charles Vrelland, Department of Transportation, evaluated the submittals and short-listed three firms.

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

- HDR Engineering Inc., Orlando;
- Horizon Engineering Group, Inc., Orlando;
- Transportation Engineering, Inc., dba TEI, Lake Mary;

Consideration was given to the following criteria:

- Proposed Approach to performing the work;
- Innovative and Cost Saving Ideas;
- Team Experience.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA). If negotiations with the top ranked firm are unsuccessful, negotiations will open with the second ranked firm; and so on, until a fair and reasonable agreement is reached that is within the constraints of the approved budget. The estimated contract value is \$1,200,000.00.

1. Horizon Engineering Group, Inc., Orlando;
2. HDR Engineering Inc., Orlando;
3. Transportation Engineering, Inc., dba TEI, Lake Mary;

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

Public Works/ Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate, and authorize the Chairman to execute an Agreement as prepared by the County Attorney's Office.

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

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

PS NUMBER: PS-5158-04/TLR
 PS TITLE : US 17/92 Design from Orange Co. Line to Lake of the Woods Blvd.
 DATE: February 11, 2004 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Avcon, Inc. 5555 E. Michigan St., #200 Orlando, FL 32822 Rick Baldocchi, P.E., VP 407 599-1122 Ph. 407 599-1133 Fx.	HDR Engineering Inc. 315 East Robinson St., Ste. 400 Orlando, FL 32801 Roger A. Hill, P.E., VP 407 420-4200 Ph. 407 420-4242 Fx.	H. W. Lochner, Inc. 3505 Lake Lynda Dr. Ste. 207 Orlando, FL 32817 Lynn A. Kendrick, VP 407 482-6600 Ph. 407 482-6858 Fx.	Horizon Engineering Group, Inc. 668 N. Orlando Ave. Ste. 1009 Maitland, FL 32751 Gerald Warren, Pres. 407 644-7755 Ph. 407 644-7855 Fx.	Keith & Schnars P.A. 385 Center Pointe Cir. #1303 Altamonte Springs, FL 32701 Vicki L. Smith, Regional Dir. 407 834-1616 Ph. 407 834-8530 Fx.
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
Kelly, Collins & Gentry, Inc. 1700 North Orange Ave. Orlando, FL 32804 Steven M. Kreidt, P.E., Principal 407 898-7858 Ph. 407 898-1488 Fx.	Lochrane Engineering, Inc. 201 S. Bumby Ave. Orlando, FL 32803 Thomas G. Lochrane, P.E., Pres. 407 896-3317 Ph. 407 896-9167 Fx.	MACTEC Engineering and Consulting, Inc. 4150 N. John Young Pkwy. Orlando, FL 32804-2620 Andre E. Lauzier, P.E., 407 522-7570 Ph. 407 522-7576 Fx.	Reynolds, Smith & Hills, Inc. 3670 Maguire Blvd. Ste. 300 Orlando, FL 32803 James R. Avitabile, P.E., VP 407 893-5800 Ph. 407 893-5858 Fx.	Transportation Engineering, Inc. dba TEI 300 Primera Blvd., Ste. 200 Lake Mary, FL 32746 David W. Gwynn, Jr., P.E. Princip 407 805-0355 Ph. 407 805-0227 Fx.

Tabulated by: T. Roberts, CPPB, Contracts Analyst – Posted 02/12/04

Evaluation Committee Meeting: March 3rd 2004

Short Listed Firms: HDR; Horizon and TEI

Presentations Date: 03/30/04

Recommendation: **Horizon Engineering Group, Inc.** BCC Date: **April 27, 2004**



**Department of Public Works
Engineering Division**
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773
Phone: (407) 665-5674
Fax: (407) 665-5789

April 1, 2004

MEMORANDUM

TO: Peter Maley, Purchasing Supervisor

FROM: Lenor McLean Bromberg, PE, Principal Engineer

THROUGH: Jerry McCollum, PE, County Engineer

SUBJECT: **Justification of Selection Short List
US 17/92 Design from Orange County Line to Lake of the Woods Boulevard**

The purpose of this memorandum is to report the recommendations of the evaluation committee that met on March 3, 2004 at 2:00 PM. Proposals from ten (10) firms were evaluated by the committee. HDR Engineering Inc., Horizon Engineering Group, Inc., and Transportation Engineering, Inc. (listed in alphabetical order) have been recommended to be short listed for formal presentations/discussions. The following matrix summarizes the attributes of each firm related to the specified project criteria:

Criteria	HDR	Horizon	TEI
Methodology (40%)	Good research, interviews, site visits, very comprehensive.	Good understanding of road/drainage issues; provided typical sections.	CRA work very helpful, access management recognized.
Qualifications/Experience (55%)	Good balance of similar project experience.	Very solid similar project experience.	Good mix of Seminole County & FDOT work.
Ability to Perform (5%)	Excellent resources, very capable.	Proximity to project a plus.	Can perform work, available man hours.

If you have any questions, please give me a call at extension 2094.

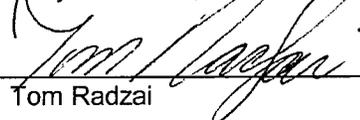
Signatures:



Rob Frank



Jerry McCollum, P.E.

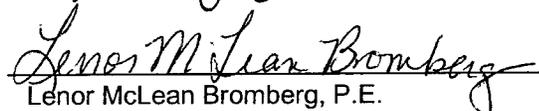


Tom Radzai

Copy: File



Gary Johnson, P.E.



Lenor McLean Bromberg, P.E.

Proposal ranking received verbally.

Chuck Vreeland

**Presentation Ranking
 PS-5158-04/TLR
 US 17/92 Design from
 Orange County Line to Lake of the Woods Blvd.**

FIRMS	Rob Frank	Jerry McCollum	Gary Johnson	Lanor Bromberg	Tony Long DOT	Overall Ranking
HDR	3	2	2	2	2	11
Horizon	1	1	1	1	1	5
TEI	2	3	3	3	3	14

Recommended of Award:
 Horizon Engineering Group, Inc.

**ENGINEERING SERVICES AGREEMENT (PS-5158-04/TLR)
U.S. HIGHWAY 17-92/ORANGE COUNTY LINE TO LAKE OF THE WOODS BOULEVARD**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **HORIZON ENGINEERING GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose address is 668 N. Orlando Avenue, Suite 1009, Maitland, Florida 32751, hereinafter called the "ENGINEER" 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 engineer to provide preliminary engineering, design and permitting services for the U.S. Highway 17-92 from the Orange County line to Lake of the Woods Boulevard project in Seminole County; and

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

WHEREAS, the ENGINEER is competent and qualified to furnish engineering 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 ENGINEER agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the ENGINEER 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 ENGINEER under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the ENGINEER. 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 ENGINEER 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 ENGINEER 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 ENGINEER for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then ENGINEER shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the ENGINEER pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00).

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

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

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

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

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

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

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

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

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

(h) Payments shall be made by the COUNTY to the ENGINEER when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. ENGINEER 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 ENGINEER, 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 Engineering Department
520 W. Lake Mary Boulevard, Suite 200
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 ENGINEER.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the ENGINEER 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 ENGINEER within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the ENGINEER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the ENGINEER and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the ENGINEER 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 ENGINEER. 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 ENGINEER which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The ENGINEER 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 ENGINEER'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 ENGINEER shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE ENGINEER.

(a) The ENGINEER 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 ENGINEER under this Agreement. The ENGINEER 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 ENGINEER 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 ENGINEER'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the ENGINEER 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 ENGINEER to fulfill its Agreement obligations. Upon receipt of such notice, the ENGINEER 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 ENGINEER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ENGINEER 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 ENGINEER shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the ENGINEER 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 ENGINEER shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ENGINEER shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ENGINEER; provided, however, that the ENGINEER 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 ENGINEER.

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

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

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

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

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

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

SECTION 15. CONFLICT OF INTEREST.

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

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

SECTION 17. SUBCONTRACTORS. In the event that the ENGINEER, 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 ENGINEER 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, ENGINEER shall remain fully responsible for the services of subcontractors or other professional associates.

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

SECTION 19. INSURANCE.

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

(1) The ENGINEER 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 ENGINEER, the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER shall relieve the ENGINEER of the ENGINEER'S full responsibility for performance of any obligation including ENGINEER 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 ENGINEER shall, as soon as the ENGINEER 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 ENGINEER has replaced the unacceptable insurer with an insurer accept-

able to the COUNTY the ENGINEER shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the ENGINEER, the ENGINEER shall, at the ENGINEER'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 ENGINEER 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 ENGINEER'S insurance shall cover the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER'S insurance shall cover the ENGINEER 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 ENGINEER (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 ENGINEER shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by ENGINEER 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 ENGINEER.

(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 ENGINEER, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) ENGINEER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the ENGINEER had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE ENGINEER.

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

SECTION 27. PUBLIC RECORDS LAW. ENGINEER 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. ENGINEER acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter

119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the ENGINEER 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 ENGINEER.

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

FOR COUNTY:

Engineering Department
520 W. Lake Mary Blvd., Ste. 200
Sanford, FL 32773

FOR ENGINEER:

Horizon Engineering Group, Inc.
668 N. Orlando Ave., Ste. 1009
Maitland, FL 32751

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

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

ATTEST: HORIZON ENGINEERING GROUP, INC.

SCOTT SECK, Vice-President (CORPORATE SEAL) By: GERALD WARREN, President 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 regular meeting.

County Attorney

AC/lpk 4/8/04 ps-5158

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

Exhibit A

**U.S. Highway 17/92
Orange County Line to Lake of the Woods Boulevard**

<p>Scope of Services</p> <p>Preliminary Engineering, Design & Permitting</p>

A. PURPOSE AND INTENT

Seminole County (COUNTY) wishes to select a Professional Engineering Firm (CONSULTANT) to provide professional engineering design services in connection with reconstructing approximately 1.0 mile of U.S. Highway 17/92 from the Orange County Line to just south of Lake of the Woods Boulevard.

The purpose of this document is to inform prospective CONSULTANTS that the COUNTY intends to design and construct improvements to U.S. Highway 17/92. This document defines the scope of work and the responsibilities of the CONSULTANT and it provides a non-exclusive summary of technical requirements and necessary professional services. Our purpose is to achieve a quality design in a timely manner from competent professionals providing construction documents.

B. PROJECT DESCRIPTION

The project is located in Seminole County between the cities of Altamonte Springs and Casselberry. This project consists of reconstructing the existing 6-lane open drainage roadway section to provide a 6-lane urban curb and gutter section with stormwater treatment potentially within the existing right-of-way. Based on this assumption no additional right-of-way is anticipated to be purchased for the proposed improvements. As envisioned, the reconstructed roadway would provide a typical section that accommodates the same six (6) through lanes, as well as provide bike lanes and sidewalks. The existing roadway typical section will be enhanced to blend with the current Community Redevelopment Agency (CRA) efforts to revitalize this section of U.S. Highway 17/92. The potential for street lighting, streetscape, enhanced transit stop areas, street print, and other multi-model amenities included in the future CRA guidelines will be incorporated within the typical section.

C. GENERAL PROJECT REQUIREMENTS**1.0 Project Invoicing**

When invoicing, the CONSULTANT is to submit an invoicing distribution consistent with the primary categories of the Scope of Services. Direct expenses shall be separately listed. Each month's invoice is to indicate the following minimum data:

- Invoice Number
- Contract amount
- Percent (%) complete for each category (to date)
- Previous percent (%) complete for each category
- An overall project percent (%) complete (to date)
- An overall earned amount (to date)
- Total retainage to date
- The previous invoice amount (incl. retainage)
- Amount earned this invoice
- Less retainage (current invoice)
- Amount due this invoice
- County Contract Number & FDOT Contract Number
- Project Identification & Limits.

2.0 Consultant Personnel

The CONSULTANT's work is to be performed by the key personnel at the office location identified in the technical/fee proposal submitted by the CONSULTANT. Prior to any changes in the indicated personnel or the CONSULTANT's office-in-charge of the work, as identified in the CONSULTANT's Proposal, these changes will be reviewed and approved by the COUNTY.

3.0 Project Related Correspondence

The CONSULTANT will furnish copies of all correspondence, telephone memorandums, fax's, maps, exhibits, etc. between the CONSULTANT and any party regarding this project. This information is to be forwarded to the COUNTY's Project Manager within one (1) week of the contact with these parties.

The CONSULTANT is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project. Upon completion of the study, the CONSULTANT shall deliver to the COUNTY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

4.0 Professional Endorsement

The CONSULTANT will provide the COUNTY with a final copy of all design documents with his/her professional endorsement (seal/signature as appropriate) on every sheet of the record print sets, computations, maps, exhibits and any other professional work shown on the endorsed sheets produced by the CONSULTANT. The original set of plans shall have the title block placed on each sheet, and the raised seal and original signature shall be placed on the Key Map.

5.0 Supplemental Services

Fees and associated time for completion of additional work that is determined by the COUNTY to be extraordinary to the accomplishment or requirements of the original work contemplated in the scope of services may be negotiated as an extension of the man-hour and fee proposal within the approved design services Agreement utilizing man-hour unit price basis from the current fee proposal for similar work. Supplemental work for tasks not contemplated in the Scope of Services can be negotiated as a formal amendment to the original design services Agreement. The executed work order will authorize the additional work to begin.

6.0 Legal Proceedings

The CONSULTANT will serve as an expert witness in legal proceedings, if requested by the COUNTY. The fee for these services will be established if and when these services are requested.

7.0 County Responsibility

The COUNTY shall provide the following:

- Project Manager who will provide administrative and technical coordination for the COUNTY
- Relevant design correspondence on file
- Assistance with the application process for environmental permits

8.0 Subcontractor Services

The variety of the professional services required to successfully design the project makes it desirable, if not necessary, for the CONSULTANT to subcontract portions of the work (e.g., aerial photography). The CONSULTANT is authorized to subcontract these services under the provisions of this document. However, a minimum of 50% of the total contract man-hours specified for work described in the Scope of Services must be performed by the prime CONSULTANT. The subcontracting firms must be approved by the COUNTY prior to initiation of their work on this project.

Coordination of SUBCONSULTANT services is the responsibility of the CONSULTANT. The CONSULTANT shall be fully responsible for the satisfactory performance of all subcontracted work. All work shall be reviewed by the CONSULTANT prior to delivery to the COUNTY.

D. SCOPE OF WORK REQUIREMENTS

The CONSULTANT will provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, agency permits, bid documents, and related professional services to design U.S. Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard.

Final design plans will be prepared consistent with COUNTY and the FDOT requirements. The CONSULTANT will prepare all documents necessary to successfully permit the project through regulatory agencies and to publicly bid and construct the project according to the design and permits. The final construction design developed by the CONSULTANT shall be the best solution to a given problem and not merely an adherence to the minimum FDOT, AASHTO, or County standards.

The CONSULTANT will submit a **man-hour and lump-sum fee proposal** for the required services, including SUBCONSULTANT services and direct expenses. With this proposal, the CONSULTANT will provide a Project Schedule, as described in Section 1.2 of Appendix A.

The professional services for the design services included within this Scope of Services can be generally grouped into the following seven (7) primary categories:

1. **Administration**
2. **Surveys**
3. **Final Design & Specifications**
4. **Environmental & Regulatory Permitting**
5. **Utility Coordination and Relocation**
6. **Local Government, FDOT, & Other Agency Coordination**
7. **Deliverables / Phase Submission Documents**

Please refer to the **Appendix A** for a description of each task within these seven (7) elements. These descriptions provide a non-exclusive summary of the specific tasks within this Scope of Services and are the minimum criteria for project performance and execution.

APPENDIX A

Expanded Scope of Services

1.0 Administration

1.1 Project Initiation/Notice to Proceed

The CONSULTANT will prepare for and attend a Kick-off Meeting with the COUNTY's Project Manager, staff and others as determined by the COUNTY. At this meeting, the COUNTY and key members of the CONSULTANT's team will set the final parameters for the project. The executed work order will serve as the Notice to Proceed.

1.2 Project Schedule

As part of the man-hour and lump-sum fee proposal, the CONSULTANT will provide a Project Schedule, identifying the timetable for execution and completion of all elements of the Scope of Work. The schedule will identify major tasks, duration and task relationships. An electronic submittal, compatible with *MS Project* is required. This schedule will indicate both projected and actual completion dates. The CONSULTANT will send the COUNTY's Project Manager an e-mail update of the *MS Project* compatible schedule monthly.

1.3 Project Status Meetings

The appropriate members of the CONSULTANT's team will attend periodic meetings [up to three (3)] with the COUNTY's Project Manager and staff to discuss the project's progress, status and other activities. The purpose of these meetings is to maintain clear communication between the COUNTY and the CONSULTANT's team. The CONSULTANT will prepare minutes from these meetings, and distribute these minutes within ten (10) days following each meeting.

The CONSULTANT will communicate with the COUNTY biweekly, via email, the project's progress and issues.

1.4 Coordination Meetings

The CONSULTANT will be required to meet with various project stakeholders to discuss the project and receive input. The CONSULTANT should plan to attend at least four (4) such meetings. The CONSULTANT may be called upon to provide maps, plans sheets, audio-visual displays and similar material for these meetings.

1.6 Community Awareness Program

The CONSULTANT will provide newsletters to update the general public on the project's progress at the 30%, 60%, and 90% Phase submittals.

2.0 Surveys

2.1 Control Surveys

The CONSULTANT is to validate and use the existing U.S. 17/92 right-of-way boundaries established by FDOT for their design purposes and to provide the COUNTY with Control Surveys for the project. These documents shall meet or exceed the following requirements:

- 2.1.1 The map will be drawn at a scale of not greater than 1 inch = 200 feet, and will be legible. The Control Survey will meet the Minimum Technical Standards as required in Chapter 616G17-6.005 (4)(A) and contain the following certification on the first sheet of the Control Survey.

"I hereby certify that to the best of my knowledge and belief this drawing, consisting of sheets _____ thru _____ is a true, accurate and complete depiction of a field survey performed

under my direction and completed on _____ . I further certify that said drawing is in compliance with the Florida Minimum Technical Standards for Control Surveys as set forth in Chapter 61G17-6 by the Florida Board of Professional Surveyors and Mappers, pursuant to section 472.027, Florida Statutes.”

2.1.2 The Control Survey will be required to be tied to the COUNTY's Horizontal Control Network. Network data will be provided by the COUNTY. All P.C.P.'s and fractional corners will have State Plane Coordinate Values calculated for them and shown on the Control Survey Point Reference sheet in a tabular form. Vertical control will be based on, tied into the COUNTY's Vertical Control Points, and noted on the map.

2.1.3 The baseline of survey, as shown on the Control Survey, shall physically exist in the field and have referenced P.C.P.'s at all P.I.s, P.C.s, P.T.s, the beginning and end of the project, and at all side street centerline intersections.

2.1.4 The control survey will show all control references both horizontal and vertical.

2.1.5 The following surveyor's note shall be contained on the Control Survey:

“This survey was performed for the purpose of establishing a baseline, locating existing monumentation and placing additional monuments where required.

2.1.6 Field notes and computer printouts will be submitted at the 60% submittal. All field traverse, bench loop runs and sketches depicting stations with point block numbers for data collected information will be kept in bound field book provided by the CONSULTANT. These books become the property of Seminole County. Computer printouts of raw and processed electronically collected field data will be bound and have an index that correlates the material to the field book sketch by field book and page. All field books will be certified by the surveyor of record. Additional field notes and computer printout information will be submitted as completed or in the next submittal.

2.1.7 All sections through which the corridor or proposed corridor passes will be surveyed in their entirety. All section and 1/4 section corners will be recovered or set and referenced in accordance with the latest addition of the B.L.M. *Manual of Instructions for the Survey of the Public Lands of the United States*. All certified corner records used or new records to be submitted to D.N.R. will be submitted at 60% for review by the COUNTY. All references to be placed outside the limits of construction.

2.1.8 All underground storage tanks, septic tanks, drainfields and wells must be field located if inside the proposed right-of-way limits or within the limits of construction, and shown in detail with station/offset location on the right-of-way map as well as the construction plans. All above ground improvements must be located within 25' of the proposed right-of-way or limits of construction by station/offset.

2.2 Design Surveys

The CONSULTANT shall furnish complete field verified design surveys. The surveys shall include aerial targeting as necessary, wetlands vegetation lines, topography, right-of-way, 50' interval cross sections for plotting purposes, cross sections at driveways with anticipated connection slopes approaching maximum design criteria, physical location of utilities, drainage and base line control, along with surveys necessary for side road connections or upgrading. Should additional field surveys be required to successfully design, permit and construct this project, the CONSULTANT is to obtain this information as a fundamental requirement of this scope of services.

The work shall be performed in accordance with the latest edition of the FDOT Location Manual, Policy No. 760.001-760.012 and the Minimum Technical Standards for Land Surveying in the State of Florida set forth by the Board of Land Surveyors, Chapter 61G17-6, F.A.C., pursuant to Chapter 472, Florida Statutes. Variations in survey methodologies, etc., as required by FDOT, will be permitted if approved by the COUNTY Surveyor prior to submittal of man-hour and lump-sum fee proposals. Coordination with the COUNTY Surveyor is required prior to beginning this work effort.

3.0 Final Design & Specifications

3.1 Assembly and Evaluation of Data

The CONSULTANT is to collect and evaluate all available and appropriate data for the successful final design of this project. Specifically, and non-inclusively, the CONSULTANT will address the following:

3.1.1 Assembly of Data

The CONSULTANT is to collect and review all available information such as records, maps, surveys, plans, soil investigation reports, utility service system availability data, zoning classifications, building codes and standards, requirements of all agencies having jurisdiction over the project, and any other information which may have a bearing or impact to the planning, design, approval, permitting, construction and/or operation of this project. The CONSULTANT is to review all appropriate COUNTY information on this project.

3.1.2 Regulatory Agencies

The CONSULTANT is to coordinate all necessary and required activities with regulatory agencies throughout the entire design and permitting phases of the project.

3.1.3 Field Reviews and Surveys

The CONSULTANT is to field review data, including surveys, for consistency with actual field conditions.

The CONSULTANT is to evaluate right-of-way and topographic surveys for consistency with design and construction requirements of the project, as well as adherence to appropriate standards of professional practice.

3.1.4 Aerial Photography

Controlled aerial photography for high quality reproducible plan sheets will be furnished by the CONSULTANT in accordance with FDOT quality standards subject to COUNTY approval. The scale for the drainage maps will be 1"=200'.

3.1.8 Soils Survey / Geotechnical Investigations

The CONSULTANT is to provide the necessary soil survey and analysis for the project design. The results of the soils survey will be analyzed, posted and summarized appropriately on the cross-sections and applicable plan sheets consistent with FDOT requirements. This analysis will include design recommendations for roadway fill alternate culvert materials and other design and construction elements. Further, the soils investigations will include all required soil parameters necessary to design and construct the roadways, drainage systems, including surface water management systems, utility installations, etc.

3.1.9 Preliminary Drainage

The CONSULTANT is to evaluate the project's overall drainage situation. The concern is to identify at the earliest possible stage the need to address large-scale drainage issues and/or issues of significance to the project. The CONSULTANT is to review these matters with the COUNTY early in the progress of the final design.

3.1.10 Environmental Issues

The **CONSULTANT** is to evaluate the project's overall impact to the environment, specifically addressing elements requiring agency permitting. The purpose is to identify at the earliest possible stage the need to address the critical path(s) of design elements related to these issues. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

3.2 Drainage Design

3.2.1 Drainage: Mapping & Design

The **CONSULTANT** is to provide for the drainage basin/sub-basin mapping and design sufficient to meet **COUNTY**, State and Federal standards, as well as State and Federal regulatory agency permit requirements.

3.2.1.1 The project must meet the following minimum requirements:

- a. Seminole **COUNTY**'s Land Development Code, including Appendix B;
- b. St. Johns River Water Management District rules and regulations;
- c. Other State and Federal rules and regulations.

3.2.1.2 Before or at the 60% submission, the **CONSULTANT** is to obtain **COUNTY** approval for the conceptual layout and design for all stormwater management facilities (**SWMF**). The **CONSULTANT** is to submit the following minimum information at this time:

- a. Large-scale mapping of all drainage elements affecting the design of the project, including basin and sub-basin delineations on a scaleable, readable, contoured map;
- b. Definable locations of the **SWMF** on a scaleable graphic including parcel identification information;
- c. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated construction costs, and other relevant data to adequately review and evaluate the proposed **SWMF** location.

3.3 Construction Plan Preparation

Roadway and Utility design will be based on the best interest of the public and benefits to the health, safety and welfare of the citizens of Seminole County.

The **CONSULTANT** is to provide all necessary and required construction plans for the successful design and construction of the project. Each contract plans package and its component parts will be prepared in accordance with **COUNTY** and/or FDOT standards, policies, procedures, memorandums and directives. Design work will comply with the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, latest non-metric edition, *Seminole County Consultants Informational Guidelines for Projects*, and FDOT standards with deference to **COUNTY** policy, procedures and specifications. Exceptions to these standards may be permitted, but must be pre-approved by the **COUNTY** prior to submittal of man-hour and technical proposals.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the **COUNTY** and in a format acceptable to the **COUNTY**. For recommendations concerning the plans preparation the **CONSULTANT** should refer to the latest non-metric editions of the FDOT *Roadway Plans Preparation Manual, Volumes I & II, Standard Specifications for Road and Bridge Construction, Design Standards*, and other applicable manuals as determined by the **COUNTY**'s Project Manager. Usage of CADD or FDOT CADD criteria in general is mandatory. It is the **CONSULTANT**'s responsibility to acquire and utilize the necessary FDOT manuals that are required to complete the project design. The project must meet the following minimum plans and documentation requirements:

a. **Plan sets:**

1. Cover / Key Sheet
2. Summary of Pay Items
3. Drainage Maps (1"=200' maximum scale, with contours)
4. Typical Sections
5. Summary of Quantities
6. Summary of Drainage Structures (Includes invert elevations)
7. Project Layout
8. Roadway Plan & Profiles (1"=20' maximum scale)
9. Special Profiles
10. Back of Sidewalk Profiles
11. Intersection Layouts (1"=10' maximum scale)
12. Drainage Detail Sheets
13. Drainage Structure Cross Sections
14. Erosion Control Sheets (NPDES Sheet)
15. Soils Survey Data Sheets
16. Signing and Pavement Marking Plans
17. Signalization Modification Plans
18. Roadway Cross Sections Sheets (scale 1"=2' or 5' by 1"=10', 20', 40', 50')
19. Traffic Control Data Sheet
20. Utility Adjustment Sheets

b. **Design Documentation Report:**

Technical criteria, strategic decisions, project influences and processes employed in the execution of project design and plans preparation are to be memorialized in a bound document submitted to the COUNTY. The purpose is to provide a chronicle of the strategies, decision and events that lead to the preparation of the final construction documents. At a minimum, the CONSULTANT is to provide the following documentation:

1. Design criteria (highway, pavement, traffic, structural, drainage, etc.)
2. Horizontal geometry
3. Vertical geometry
4. Capacity analysis
5. Drainage computations
6. Quantity computations
7. Computerized information (provide in a format compatible with COUNTY)
8. Review comments and responses
9. Agency coordination
10. Utility coordination
11. Meetings, telephone conversations, correspondence

3.4 Intersections, Project Termini Design & Driveways

The CONSULTANT is to provide all necessary design and special detailing required to adequately detail improvements to intersections, terminus points and driveways within the project area.

3.5 Special Design Considerations (Optional)

The CONSULTANT may be responsible for the preparation and design of utility location mapping and/or relocation construction plans for Seminole County utilities or other utilities affected by the roadway design plans.

3.6 Signing and Pavement Marking Plans

The CONSULTANT is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest (non metric) FDOT Standards, the *M.U.T.C.D.*, and

the "*Sign/Marking Standards for Older Road Users Program Compliance*" for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway.

Phase submittals for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

3.7 Traffic Signal Plans

The **CONSULTANT** is responsible for the preparation of design plans for any necessary modifications to the existing signals within the project corridor. The design will be in accordance with the latest (non-metric) FDOT and **COUNTY** Standards and Specifications. All equipment specified in plans will be fully compatible with Seminole County's Computerized Signal System. The design will be signed and sealed by a Professional Engineer in the State of Florida. The **COUNTY** has formally adopted FDOT Standard "Advance Loop" placement criteria. These plans are a component part of the contract plans set. Phase submittal for review of signal plans is requested on a 3 1/2" or a CD in a format compatible with **COUNTY**'s current software.

Phase submittal for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

3.8 Lighting Plans

At the **COUNTY**'s request, the **CONSULTANT** will provide a complete set of lighting plans.

3.9 Landscaping and Irrigation Plans

The **CONSULTANT** shall be responsible for the preparation of a complete set of landscaping and irrigation plans incorporating Seminole County's Technical Specifications and Standards for Roadway Landscaping (Current Edition).

Phase submittal for engineering review will be in accordance with the requirements for preliminary construction plans and submitted at 60%, 90% and 100% completion stages.

3.10 Standard Specifications and Special Provisions

3.10.1 The **COUNTY** uses the current edition of the FDOT "*Standard Specifications for Road and Bridge Construction*", and Supplements thereto, and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

3.10.2 The **CONSULTANT** is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format as the referenced standard specifications.

3.10.3 The **COUNTY** reserves the right to reject any special provision specification deemed inadequate for the project.

3.11 Engineer's Estimate of Probable Construction Costs and Quantity Computation

The **CONSULTANT** will prepare preliminary estimates of probable construction costs with unit prices based on current FDOT estimates and pay items.

3.11.1 These estimates will be provided at the 90% and 100% phase submittals of the final construction plans. A "final" estimate will be provided when professionally endorsed plans are delivered to the **COUNTY**.

- 3.11.2 The **CONSULTANT** will prepare a Summary of Pay Items plan sheet to be incorporated as part of the final construction plans.
- 3.11.3 The **CONSULTANT** will prepare and submit a complete Quantity Computation Book, listing all quantities and their related calculations for the project. Computer and/or written computations must conform to the FDOT general format as outlined in the current *Basis of Estimate Manual and Computation Manual*. The final Quantity Computation Book will be included in the design documentation report.
- 3.11.4 The **CONSULTANT** will submit to the **COUNTY** any necessary copies of quantity computations requested for review. "Color-coded" plan view prints will be included within the computation book as back up to the computations.

3.12 Maintenance of Traffic

The **CONSULTANT** is responsible for providing a construction design conducive to safe maintenance of traffic for vehicles and pedestrians.

- 3.12.1 The **CONSULTANT** will prepare a Traffic Control Data Sheet (T.C.D.S.) for inclusion as part of the roadway plans. The intent of the T.C.D.S., as prepared by the **CONSULTANT**, is to provide adequate minimum requirements and direction to the construction contractor regarding specific project and construction plan conditions, and to enable the contractor to prepare a detailed maintenance of traffic plan for approval by the **COUNTY** prior to construction beginning.
- 3.12.2 The T.C.D.S. will explain the following:
- a. Recommended construction phasing intent
 - b. Special construction techniques, methodologies, materials or sequencing of events
 - c. Unusual or extraordinary typical section applications
 - d. Unique traffic conditions or access requirements
 - e. And other conditions known to the **CONSULTANT** that would positively or negatively affect the preparation of the detailed maintenance of traffic plan by the roadway contractor.
- 3.12.3 The T.C.D.S. will include, as a minimum, the following:
- a. General notes
 - b. Graphical and written phasing typical sections
 - c. Graphical and written description of requirements at intersections and major driveways within the project
 - d. An erosion sediment control plan approved by SJRWMD for use throughout the different construction phases of this project. This document is also to be used in conjunction with the MOT plans.

4.0 **Environmental & Regulatory Permitting**

The **CONSULTANT** is required to submit complete permit applications, respond to Requests for Additional Information and provide all necessary follow up information for all permits necessary to successfully design and construct the project.

4.1 St. Johns River Water Management District (District) and Army Corps of Engineers (ACOE)

Environmental permitting through the District is a requirement of the District and a significant element of this project. The **CONSULTANT** is to actively involve the **COUNTY**'s Project Manager in all permitting activities involving the District including pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc.

- 4.1.1 The **CONSULTANT** is responsible for early identification of all potential permitting issues.

4.1.2 The **CONSULTANT** is to coordinate with the District and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.

4.1.3 The **CONSULTANT** will prepare a complete permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.

4.1.4 The **CONSULTANT** will professionally endorse the permit package(s) for District permitting and any regulatory agency exercising jurisdiction with the **COUNTY** as applicant. The **CONSULTANT** is responsible for permit package submittal, agency coordination and for all the information necessary to secure permits from these regulatory agencies. The **COUNTY** will provide the permitting fees.

4.2 Florida Department of Environmental Protection (FDEP)

At this juncture, we do not anticipate any site condition on this project that would initiate jurisdictional authority by the Florida Department of Environmental Protection (FDEP). However, if FDEP jurisdiction is exercised, the **CONSULTANT** is responsible to address their issues and pursue appropriate resolutions. Compensation for professional fees for this work will be negotiated as supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.

4.3 NPDES

The **CONSULTANT** is responsible to obtain appropriate permits, notices, clearances, etc. from the Environmental Protection Agency (or State of Florida if delegated) regarding the construction of this project.

5.0 Utility Coordination and Relocation

Coordination of existing and proposed utilities is of critical importance to the cost and overall success of the project. The **CONSULTANT** is to contact all utility companies and local governments having facilities within the project area and obtain necessary information on their existing and proposed facilities. The **CONSULTANT** is to coordinate design activities with the respective utility companies/local governments and **COUNTY** Project Manager.

The **CONSULTANT** is responsible to accurately reflect the information provided by these utilities. When necessary for the accuracy of the design, the **CONSULTANT** will obtain actual field horizontal and vertical locations, coordinating this effort through respective utility companies/local governments. The **CONSULTANT** will field verify vertical and horizontal location data on existing utilities prior to the final design of project to avoid unnecessary conflicts. The field verification of vertical and horizontal positions will be at intervals not to exceed 200', including all valves, changes in direction and structures. Accuracy shall be within 0.2 of a foot horizontally and vertically. The mapping work described in this section does not include normal design survey utility work specified in the Design Survey and the Utilities sections. The **CONSULTANT** will evaluate relocations, abandonments, adjustments, or facilities to remain in place for impact to design elements of the project.

5.1 Early Coordination

The **CONSULTANT** will submit two (2) sets of plans to each entity for verification of respective utility locations after the initial field survey is plotted and field reviewed. One set should be marked up and returned to the **CONSULTANT**.

5.2 Coordination at 60% Plans

The **CONSULTANT** will prepare 60% plans showing existing utilities. Following **COUNTY** review and plan adjustment, the **CONSULTANT** will submit two (2) sets of plans to these groups for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Upon return of these markups, the **CONSULTANT** is responsible to prepare a complete **Utilities Adjustment Plan** for the project as part of the roadway design process. This work includes coordination with public and private utility companies for the location and design of their pre-construction (existing) and post-construction (relocated) utilities.

5.3 Coordination at 90% Plans

At the time of the 90% submittal, the **CONSULTANT** will contact these groups again and send two (2) sets of the 90% plans for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Additional submissions and coordination are at the discretion of the **CONSULTANT**. The **CONSULTANT** may request that the utility companies provide an electronic copy of any corrections.

6.0 Local Government, FDOT, Other Agencies Coordination

Coordination with local governments, public agencies and others is of critical importance to the overall success of the project. Accordingly, the **CONSULTANT** is responsible to coordinate all design activities with these groups to ensure adequate opportunity on their behalf to address design and construction issues.

The **CONSULTANT** is responsible to contact each local government, FDOT (if applicable), and other known agencies having an interest in this project. The **CONSULTANT** is to coordinate their interest with the design of the project, as necessary, to work towards solutions acceptable to the **COUNTY** and these groups.

Contact with these groups is to occur at the 60% and 90% stages of design completion, and with a set of "final" plans delivered to these groups after the **CONSULTANT** has professionally endorsed the final plans. One (1) plan set is to be delivered to each group for review and comment at each submission stage.

7.0 Deliverables / Phase Submission Documents

The **CONSULTANT** will submit Design Plans and support documents to the **COUNTY** for review and approval at specific junctures. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

7.1 30% Design Documents Submission (2 week COUNTY review)

- Six (6) sets of prints: horizontal and vertical geometry, typical sections, and cross sections at 500 feet (or as needed)

7.2 60% Design Documents Submission (3 week COUNTY review)

- Six (6) sets of prints (Construction Plans)
- One set of reproducibles (Construction Plans)
- Preliminary estimate of probable construction cost
- Preliminary Drainage Computations (SWMF layout / big picture information)
- 60% signed checklist
- A detailed utility conflict letter based upon the preliminary drainage design

7.3 90% Design Documents Submission (3 week COUNTY review time)

- Six (6) sets of prints (Construction Plans with Right-of-Way Maps)
- One set of reproducibles (Construction Plans)
- Preliminary estimate of probable construction cost
- Final Right-of-Way maps
- Final Drainage Design and documentation (with maps, comps, etc.)
- 90% signed checklist

7.4 100% Design Documents Submission (3 week COUNTY review time)

- Six (6) sets of prints (Construction Plans with Right-of-Way Maps)
- One (1) set of reproducibles (Construction Plans)
- Two (2) final cost estimates
- Two (2) sets of bid forms
(Provide forms on 3½" disk or CD, Microsoft Office / Microsoft Word v 6.0 compatible)
- Two (2) Design Documentation Reports
- Contract Documents and Specifications
- 100% signed checklist

7.5 Final Deliverables (after COUNTY has approved 100% plans)

- Two (2) sets of the signed and sealed Construction Plans on non-thermal reproducible mylars
- One half-size bond set, signed and sealed

7.6 General Phase Submission Comments

- 7.6.1 All plan submittals will be half size prints.
- 7.6.2 When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.
- 7.6.3 As a minimum, phase submittals to the COUNTY will be in accordance with the current FDOT Plans Preparation Manual (non-metric) information content requirements including a written response to previous COUNTY review comments.
- 7.6.4 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, etc., are not included with the submittal.
- 7.6.5 If the COUNTY determines that the phase submittal is incomplete, the CONSULTANT is to pick-up the submittal, make it complete and resubmit. The COUNTY may require additional data if determined by individual project requirements.
- 7.6.6 Phase submittals of Construction Plans or Drainage Computations will not be considered representative of the percent complete indicated until they have been reviewed and accepted by the COUNTY.
- 7.6.7 In addition to the required phase submittals, upon request, the CONSULTANT will furnish copies of miscellaneous plan sheets and plan sets (10 sets anticipated) for the COUNTY and other agencies to review throughout the design process.
- 7.6.8 Any electronic design files submitted will be in AutoCAD Version 2004.

----- End of Phase II Scope -----

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

EXHIBIT "B" **13**
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

Term: This Work Order shall terminate upon completion of the project or _____
_____ from the date of execution, whichever comes first.

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)

(CORPORATE SEAL) _____, Secretary

By: _____, President

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) 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.
- c) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- d) 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.
- e) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- f) 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.
- g) 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

13