

PROFESSIONAL SERVICES

10. **Approve Ranking List, Authorize Negotiations, and Award PS-5177-05/AJR – Master Agreement for Final Design Services for CR-431 – Orange Blvd. from CR-46A to SR46 to Professional Engineering Consultants, Inc., of Orlando.**

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

PS NUMBER: PS-5177-05/AJR
PS TITLE : Orange Blvd. (CR 46 – SR 46)
DATE: March 2, 2005 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-
AVCON, Inc. 5555 E. Michigan Street, Suite 200 Orlando FL 32822-2779 Rick V. Baldocchi, P.E., 407-599-1122 – Phone 407-599-1133 – Fax	Johnson, Mirmiran & Thompson 615 Crescent Executive Ct. #106 Lake Mary FL 34746 Jon D. Miller 407-833-9898 – Phone 407-833-9899 – Fax	H.W. Lochner, Inc. 5850 T.G. Lee Blvd., Suite 320 Orlando FL 32822 William G. Howell, P.E. 407-482-6600 – Phone 407-482-6858 – Fax	PEC 200 East Robinson Street, Suite 1560 Orlando FL 32801 Ken Hooper 407-422-8062 – Phone 407-842-9401 – Fax

Tabulated by Amy J. Rossi, CPPB – Posted 04/05/2005 (1:00 P.M.)

Shortlisted: All firms are shortlisted

Presentations Date: April 5, 2005 starting at 8:30am in the Lake Jesup Conference Room, 520 West Lake Mary Blvd., Sanford, Florida.

Recommendation: PEC (BCC Date: 05/10/2005)

PS-5177-05/AJR - Orange Blvd. CR 431 Final Design Services
Final Technical Recommendation

	C. Wu	S. Douglas	E. Erickson	J. McCollum	Total Points
AVCON	2	4	4	2	12
JOHNSON, MIRMIRAN & THOMPSON	4	2	3	4	13
HW LOCHNER	3	3	2	3	11
PEC	1	1	1	1	4

Firm	Rank
PEC	1
HW LOCHNER	2
AVCON	3
JOHNSON, MIRMIRAN & THOMPSON	4

SUBMITTAL COMPANY NAME: PROFESSIONAL ENGINEERING CONSULTANTS

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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/ Understanding of the Project (40%)

*Very extensive knowledge of project and existing conditions.
Extensive traffic and drainage knowledge.
Knowledge of several area proposed improvements.
Not time frame analysis. Knowledge of several
intersection. Cost saving options.*

Score 40 %
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

appears outstanding

Score 25 %
(100-0)

Criteria: Project Schedule (20%)

8 months good schedule

Score 20 %
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

appears to work very well together

Score 10 %
(100-0)

Criteria: Location of Firm (5%)

Excellent

Score 5
(100-0)

Criteria: Quality of Presentation (5%)

substantive

Score 5
(100-0)

TOTAL SCORE

105

RANKING

1

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: JOHNSON, MIRMIRAN & THOMPSON

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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/ Understanding of the Project (40%)

Excellent depth of a good technical approach

Score 38%
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Appears to be very qualified

Score 25%
(100-0)

Criteria: Project Schedule (20%)

10 to 11 month schedule

Score 20%
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Team has worked together and appears to be experienced

Score 10%
(100-0)

Criteria: Location of Firm (5%)

Located in Lake Mary

Score 5%
(100-0)

Criteria: Quality of Presentation (5%)

Good

Score 4%
(100-0)

TOTAL SCORE

102%

RANKING

2

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: H. W. LOCHNER, INC.

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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/ Understanding of the Project (40%)

Reviewed - general to present
addressed potential and other
budget deficiencies as well as drainage
at wetlands / Res. by way of storage.

Score 38%
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

often very qualified

Score 25%
(100-0)

Criteria: Project Schedule (20%)

a little long at 14 months

Score 18%
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

work together

Score 10%
(100-0)

Criteria: Location of Firm (5%)

Orlando office Local

Score

5%

(100-0)

Criteria: Quality of Presentation (5%)

Good

Score

4%

(100-0)

TOTAL SCORE

100%

RANKING

3

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: AVCON, INC.

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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/ Understanding of the Project (40%)

Consultant displays good knowledge of project showing
several ideas in various areas such as lane
width, pavement design. It would have preferred
to see paved shoulders in place of grass shoulders.

Score 35%
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

appeared to be qualified and have adequate
personnel for the project

Score 25%
(100-0)

Criteria: Project Schedule (20%)

a 8 to 9 month schedule appears to be in line

Score 20%
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Team has worked on two other similar projects
and appeared to work project very well together

Score 10%
(100-0)

Criteria: Location of Firm (5%)

Orlando in the Corporate office

Score 5
(100-0)

Criteria: Quality of Presentation (5%)

Presentation went well

Score 4
(100-0)

TOTAL SCORE

90%

RANKING

4

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: PEC

QUALIFICATION COMMITTEE MEMBER: BRICKSON

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/ Understanding of the Project (40%)

1) PREL. ENGR. 2) INT. DESIGN WALDEN DRAIN, STUDY BY PEC
LEFT TURN LANE MARKHAM - M/I HOMES @ WILSON ROAD
WILSON QUENE ADDRESSED SCH. ADD. POOLS BY BRADLEY
MOORE LT. TURN S/ROUND SW QUAD CORANGE FAST FOOD DEVEL
SE QUAD MARKHAM INT. NEW DEVELOP. 254K-96 HR. - FULL PERMIT
DETAILED DRAINAGE BASIN KNOWLEDGE
LAND & TRAIL CROSSING

Score 96 (38.4)
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

3 PROJECTS IN CORRIDOR - VERY FAMILAR W/ DRAINAGE ISSUES
& ROADWAY DEFICIENCIES
WALDEN - WAYSIDE ON WEST - BASIN LAND LOCKED
EXACT AREA STUDY OF WETLANDS DETERMINE 100 YEAR ELEV.

Score 94 (23.5)
(100-0)

Criteria: Project Schedule (20%)

8 MONTH SCH.

Score 88 (17.6)
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

SE SURVEY - PREV. WORK ON CORANGE
NODARSE PREV. " " " "

Score 93 (9.3)
(100-0)

Criteria: Location of Firm (5%)

ORLANDO - DELAND

Score 85 (4.25)
(100-0)

Criteria: Quality of Presentation (5%)

BEST KNOWLEDGE OF NEW DEVELOPMENT

Score 90 (4.5)
(100-0)

TOTAL SCORE

97.55

RANKING

1

PS-5177-05/AJR - Orange Blvd.

SUBMITTAL COMPANY NAME: H.W. LOCHNER - 3RD PRESENTATION

QUALIFICATION COMMITTEE MEMBER: PERICKSON

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/ Understanding of the Project (40%)

4 PAVED SHOULDERS DETAILED WETLANDS #1 CROSSING
11' MIN. 12' DESIRED RECOMMEND 11' LANE 2 LANE, NOT 3 IN W/L #1
SCHOOL TRAFFIC ADDRESSED CONTACTED PRINCIPAL
2542-96 HR. CRITERIA PERMIT-NEEDED NO EXEMPTION
CLEAR ZONE VIOLATIONS ADDRESSED - NORTH END - GOOD DETAIL

Score 92 (40.92)
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

CH2M-HILL - DRAINAGE PERMITTING - STEVE HART - 21 YR.
TRAIL WORK w/ LENOR
SE SUPERVISOR - FAMILAR w/ PROJECT

Score 93 (23.25)
(100-0)

Criteria: Project Schedule (20%)

14 MONTH SCH.

Score 80 (16.0)
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

SE SUEV. / CH2M-HILL

Score 86 (8.6)
(100-0)

Criteria: Location of Firm (5%)

SOUTH ORLANDO OFFICE

Score 85
(100-0)

(4.25)

Criteria: Quality of Presentation (5%)

Score 90
(100-0)

(4.5)

TOTAL SCORE

97.25

RANKING

2

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: JMT

QUALIFICATION COMMITTEE MEMBER: BRICKSON

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/ Understanding of the Project (40%)

FUTURE DEVELOPMENT IN AREA SINGLE SW IN CORRIDOR
12' PROP. LANE WIDTH 2542/96 HR. EVENT
WILSON PARK M/I HOMES DRAINAGE BASIN KNOWLEDGE - 4 BASINS
EQUINE HOSPITAL
50 MPH DESIGN SPEED WILSON RT TURN EXT.

Score 90
(100-0)

(36.0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

SR SERV. METRIC TRAF./DRAINAGE

Score 92
(100-0)

(23.0)

Criteria: Project Schedule (20%)

11 MONTHS

Score 80
(100-0)

(16.0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Score 83
(100-0)

(8.3)

Criteria: Location of Firm (5%)

LAKE MARY OFFICE

Score 95
(100-0)

(3.94)

Criteria: Quality of Presentation (5%)

Score 90
(100-0)

4.5

TOTAL SCORE

91.74

RANKING

3

PS-5177-05/AJR - Orange Blvd.

SUBMITTAL COMPANY NAME: AVCON - 1ST PRES.

QUALIFICATION COMMITTEE MEMBER: PERKINS

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/ Understanding of the Project (40%)

BOARDWALK, AUDIO WARNING, IN LEU OF CURB & S/W @ TRAIL X-ING
SCH. INCL. FULL PERMIT SEEK EXEMPTION ON PERMIT - HARD
11' WIDE LANES - NOT WIDE ENOUGH, 12' NEEDED EVEN IF PERMIT
INVOLVED DRAIN. BASINS NOT INCLUDED
DUAL S/W NOT NEEDED WILSON PARK - NOT INCLUDED
NO RT TURN LANE EXT. @ SCHOOL
NO EXIST. CLEAR ZONE MENTIONED

Score 72 (28.8)
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

SE SURVEY DONE PREL. WORK FOR PEC
UNIVERSAL TESTING

Score 82 (20.5)
(100-0)

Criteria: Project Schedule (20%)

OK 9 MONTHS

Score 85 (17)
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Score 82 (8.2)
(100-0)

AVCON - (Cont.)

Criteria: Location of Firm (5%)

~~DATE #11/12~~ OFFICE - ORLANDO

Score 85 (4.25)
(100-0)

Criteria: Quality of Presentation (5%)

Score 85 (4.25)
(100-0)

TOTAL SCORE

83.0

RANKING

4

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: PEC

QUALIFICATION COMMITTEE MEMBER: Co Co Lila

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/ Understanding of the Project (40%)

Good understanding of the project and background information.
Good cost saving idea

Score 95
(100-0)

(38)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Very good

Score 85
(100-0)

(21.25)

Criteria: Project Schedule (20%)

8 month

Score 85
(100-0)

(17)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Very good. Some team from the study phase.

Score 85
(100-0)

(8.5)

Criteria: Location of Firm (5%)

Outstanding
1

Score 100
(100-0)

(5)

Criteria: Quality of Presentation (5%)

Outstanding
1

Score 95
(100-0)

(4.75)

TOTAL SCORE

94.5

RANKING

1

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: Lochner

QUALIFICATION COMMITTEE MEMBER: Co Co Lulu

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/ Understanding of the Project (40%)

Good understanding of the project

Score 89
(100-0)

(35.6)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Very good

Score 85
(100-0)

(21.25)

Criteria: Project Schedule (20%)

14 month

Score 80
(100-0)

(16)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

very good

Score 80
(100-0)

(8)

Criteria: Location of Firm (5%)

outstanding

Score 100
(100-0)

(5)

Criteria: Quality of Presentation (5%)

outstanding

Score 90
(100-0)

(4.5)

TOTAL SCORE

90.35

RANKING

3

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: JMT

QUALIFICATION COMMITTEE MEMBER: Co Co

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/ Understanding of the Project (40%)

Good knowledge of project background information

Score 85
(100-0)

(34)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Very good

Score 85
(100-0)

(21.25)

Criteria: Project Schedule (20%)

10-11 months

Score 85
(100-0)

(17)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Very good

Score 80
(100-0)

(8)

Criteria: Location of Firm (5%)

Outstanding

Score 100
(100-0)

(5)

Criteria: Quality of Presentation (5%)

very good

Score 85
(100-0)

(4.5)

TOTAL SCORE

89.95

RANKING

4

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: AVCON

QUALIFICATION COMMITTEE MEMBER: Co. Co. Lila

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/ Understanding of the Project (40%)

Good understanding of the project.
Good cost saving ideas
innovative

Score 93
(100-0)

(37.2)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Very good

Score 85
(100-0)

(21.25)

Criteria: Project Schedule (20%)

Reasonal schedule - 8 mths.

Score 85
(100-0)

(17)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Very good - same team for 2 previous projects
for the County

Score 85
(100-0)

(8.5)

Criteria: Location of Firm (5%)

outstanding

Score 100
(100-0)

5

Criteria: Quality of Presentation (5%)

very good exhibits

Score 93
(100-0)

4.15

TOTAL SCORE

93.1

RANKING

2

PS-5177-05/AJR - Orange Blvd.

SUBMITTAL COMPANY NAME: PEC

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/ Understanding of the Project (40%)

Clear up hour glass at intersection. School inspection
Covered level, hand work. All work is very good.
(Excellent). 4' drainage basin. Standard EIR review
Also understand work can handle
on schedule. Need to define 100' FPE (Special
study). Did signal work. Good details on trail
Excellent. Very complete. Detail on
all issues.

Score 86
(100-0)

34.4

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Very good (+) - Numerous projects for
Santa Clara County in past. Done 3 projects
in corridor

Score 86
(100-0)

21.5

Criteria: Project Schedule (20%)

8 mos. - Very good (+)

Score 84
(100-0)

16.8

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Very good

Score 80
(100-0)

8.0

Criteria: Location of Firm (5%)

Very good Orlando

Score 80
(100-0)

4.0

Criteria: Quality of Presentation (5%)

Very good

Score 80
(100-0)

4.0

TOTAL SCORE

88.70

RANKING

1

- ① Side walk bike side, ?
- ② 10' Yes or No

PS-5177-05/AJR - Orange Blvd.

SUBMITTAL COMPANY NAME: AVCON

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Have done 33+ percent of FL & Mill only from CR 40A to
Mendenhall Rd. (Cost Savings). Emphasis on Public Involvement
Use 1.5" of FC 12.5 (Cost Savings 100K). Stress
sidewalk / school safety
Very good and complete

Score 82
(100-0)

32.8

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Very good - Have done very good work
on 2 past County projects.

Score 82
(100-0)

20.5

Criteria: Project Schedule (20%)

9 mos. schedule - Very good (+) Change to
8 mos. in presentation

Score 84
(100-0)

16.8

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Very good

Score 80
(100-0)

8.0

Criteria: Location of Firm (5%)

Very good Orlando

Score $\frac{80}{(100-0)}$

4.0

Criteria: Quality of Presentation (5%)

Very good

Score $\frac{80}{(100-0)}$

4.0

TOTAL SCORE

86.1

RANKING

2

- ① Wch. = is now or not
- ② Power shilder - Exemption what happens?
- ③ Shady impact, on boardwalk
issues without impact,
- ④ Schedule - 8

PS-5177-05/AJR - Orange Blvd.

SUBMITTAL COMPANY NAME: H W Lockner

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
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- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
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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/ Understanding of the Project (40%)

Recommend 45' shoulder (2' travel) leave lanes 11'
late turn lanes (no-then only) - Minimize
congestion at intersection. Very detailed at
school especially crossing intersection. Work on
Rd. Mention work on continuous sidewalk

Excellent practical understanding
of project.

Score 88
(100-0)

35.2

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good (+) - Very exp. staff
with Control FL Exp.

Score 78
(100-0)

19.5

Criteria: Project Schedule (20%)

14 mo. Good (-)

Score 70
(100-0)

14.0

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Very good. Added CH2MH
in presentation.

Score 80
(100-0)

8.0

Criteria: Location of Firm (5%)

Very good - Orlando

Score 80
(100-0)

4.0

Criteria: Quality of Presentation (5%)

Very good

Score 80
(100-0)

4.0

TOTAL SCORE

84.70

RANKING

3

PS-5177-05/AJR – Orange Blvd.

SUBMITTAL COMPANY NAME: JMT

QUALIFICATION COMMITTEE MEMBER: Jerry McColl

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

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
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| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project (40%)

Clear zone issues, Emphasis sidewalk, Covered
development in area well Use curb/gutter
at wetlands, Good public involvement, Very
good on drainage, pointed out issue
on Heathrow grade bldg - Very good (+)
and complete

Score 84 33.6
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75 18.75
(100-0)

Criteria: Project Schedule (20%)

11 mos. Good

Score 75
(100-0)

Criteria: Project Team Experience-Length of time proposed project team has worked together (10%)

Very good

Score 80
(100-0)

8.0

Criteria: Location of Firm (5%)

Seminole Co. - Outstanding

Score 90
(100-0)

4.5

Criteria: Quality of Presentation (5%)

Very good

Score 80
(100-0)

4.0

TOTAL SCORE

83.85

RANKING

4

- ① Shoulders does not meet FDOT Standard; (8' - to 4'). Response little unclear on standard,
- ② Work Requirements (Didn't cover but was aware in questioning)

ENGINEERING SERVICES AGREEMENT (PS-5177-05/AJR)
C.R. 431 - ORANGE BOULEVARD ROADWAY IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PROFESSIONAL ENGINEERING CONSULTANTS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 200 E. Robinson Street, Suite 1560, Orlando, Florida 32801, 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 engineering services for C.R. 431-Orange Boulevard roadway improvements 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 until thirty (30) days after completion of the C.R. 431-Orange Boulevard construction project. 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 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 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 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) The ENGINEER 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 ENGINEER 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 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:

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 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 ENGINEER may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement 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 8. 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 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 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 10. 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 it's sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the 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 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 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 13. 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 14. 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 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 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 17. 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 the negligent, reckless, or intentionally wrongful provision of services hereunder by the ENGINEER, whether caused by the ENGINEER or otherwise.

SECTION 18. 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 acceptable 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)
\$500,000.00	(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 Profes-

sional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the ENGINEER, 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) 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 protest procedures set forth in subsection (a) above of which the ENGINEER 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 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 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 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 24. 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 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the ENGINEER not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. 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 27. 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 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:

Engineering Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR ENGINEER:

Professional Engineering Consultants, Inc.
200 E. Robinson Street, Suite 1560
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:

PROFESSIONAL ENGINEERING
CONSULTANTS, INC.

_____, Secretary

By: _____
KENNETH R. HOOPER, 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.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
4/7/05
ps-5177

Attachments:

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

EXHIBIT A

CR 431 – Orange Blvd. Roadway Improvements (Final Design)

OBJECTIVE:

The purpose of this project is to add additional pavement width on CR 431 – Orange Blvd. The proposed improvements are shown in the attached Preliminary Engineering Report and plans. Option One Concept Report that was prepared during the preliminary phase of this project. The limits of the project are from County Road 46A to State Road 46.

No signalization changes included plans

In addition, the project presents challenges to pedestrian users. As part of the submittal, please also include innovative ideas for design features that would best improve pedestrian safety on this project.

All improvements to this roadway should be accomplished within the existing right-of-way. The following list of services outlines the tasks needed for this project.

1. Conduct topographic survey.
2. Conduct geotechnical investigation and analysis.
3. Prepare pavement design.
4. Provide analysis if appropriate pedestrian design features and include them in the overall design of improvements to the intersection.
5. Prepare and submit a St. John's Water Management District Environmental Resource Management Permit or exemption letter as needed.
6. Conduct utility coordination and/or relocation.
7. Submit design drawings to Seminole County Engineering for review at 60%, 90%, and final design stages.
8. Prepare and provide complete bid documents to include but not limited to quantity takeoffs, final cost estimates, and specifications.
9. All submittals to the County will require three (3) copies of reproducible and two (2) copies signed and sealed of 11"x17" scale drawings. A digital *.pdf electronic set will be required at final submittal.

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

WORK ORDER

Work Order Number: 1

Master Agreement No.: PS-5177-05/AJR
Contract Title: CR 431 (Orange Blvd.) CR 46A to SR 46 Final Design
Project Title: _____

Dated: _____

Consultant: TBD
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

- ☐ fixed fee basis

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:

_____, Secretary

(CORPORATE SEAL)

By: _____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

(Contracts Analyst, print name)

By: Peter W. Maley, Contracts Supervisor

Date: _____

As authorized by Section 330.3, Seminole
County Administrative Code.

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)