

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Contracts and Purchasing

**DEPARTMENT:** Fiscal Services **DIVISION:** Purchasing and Contracts Division

**AUTHORIZED BY:** Lisa H. Spriggs **CONTACT:** Ray Hooper **EXT.** 7111

<b>Agenda Date</b> <u>6/13/2006</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

**BACKGROUND:**

**REQUEST FOR PROPOSALS**

**62. Rank and Award RFP-0580-06/BLH – Owner's Representative Services for the Jail Expansion Project (Not to Exceed \$1,195,000.00).**

RFP-0580-06/BLH will provide the professional services of an Owner's Representative for the Jail Expansion Project. The Owner's Representative shall provide professional construction management services during the design and construction of the Seminole County Jail Expansion.

The term of the resulting contract shall run concurrent with the construction project plus six (6) months. Work Orders will be issued against the contract as necessary to complete work.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>JS</u>
CM: <u>CS</u>
File No. <u>RFSP00</u>

The project was publicly advertised and the County received five (5) responses, listed alphabetically:

- Construction Management & Development – Florida LLC, of Honolulu, HI
- Dick Corporation of Jacksonville, FL
- Hanscomb, Faithful & Gould of Maitland, FL
- PMA Consultants, LLC of Orlando, FL
- ZHA Incorporated of Orlando, FL

The Evaluation Committee consisted of Don Fisher (Deputy County Manager), Jerry McCollum (County Engineer), Speed Thomas (Administrative Services Acting Director), Scott Werley (Construction Manager), Frank Raymond (Fleet Manager), Chief Penny Fleming (Sheriff's Office) and Major Mike Tidwell (Department of Corrections).

Consideration was given to the qualifications and experience of the consultant, ability to perform and price. The Evaluation Committee evaluated the submittals and short-listed the following three (3) firms (listed in alphabetical order):

- Hanscomb Faithful & Gould
- PMA Consultants, LLC
- ZHA Incorporated

This is a budgeted project and funds are available in account 010575.560650 CIP #273501. The short-listed firms' proposals have been submitted to the Board for their review. Administrative Services/ Facilities Maintenance Division and the Fiscal Services Department/Purchasing and Contracts Division are presenting these three firms to the Board unranked for the Board to rank, make an award determination and authorize the Chairman to execute an Agreement as prepared by the County Attorney's office.

## **REQUEST FOR PROPOSALS**

### **62. Rank and Award RFP-0580-06/BLH – Owner’s Representative Services for the Jail Expansion Project (Not to Exceed \$1,195,000.00).**

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# B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

RFP NUMBER: RFP-0580-06/BLH

RFP TITLE: **OWNER'S REPRESENTATIVE SERVICES  
FOR THE JAIL EXPANSION PROJECT**

DUE DATE: April 5, 2006, 2:00 P.M.

ALL RFP'S 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. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

INFORMATION PROVIDED IN RESPONSE	Response #1	Response #2	Response #3
	Construction Management & Development- Florida, LLC 239 Merchant St. #100 Honolulu, HI 96813 James A. Gomes Executive Vice President / C.O.O. Ph. 808 523-7710 Fx. 808 545-2965	Dick Corporation 8936 Western Way Suite #10 Jacksonville, FL 32256 Daniel P. Sokol Regional Director Ph. 904 363-0911 Fx. 904 363-1421	Hanscomb Faithful & Gould 2500 Maitland Center Parkway Suite #311 Maitland, FL 32751 Jim Pustejovsky Senior Vice President Ph. 407 875-0707 Fx. 407 875-0726
INFORMATION PROVIDED IN RESPONSE	Response #4	Response #5	
	PMA Consultants, LLC 4901 Vineland Suite #330 Orlando, FL 32811 Richard J. McAfee, P.E. Managing Principal Ph. 407 351-7016 Fx. 407 351-7036	ZHA Incorporated 221 NE Ivanhoe Blvd., 2nd floor Orlando, FL 32804 Andrew L. Brooks, P.E. Executive Vice President Ph. 407 422-7487 Fx. 407 422-7413	

TABULATED BY AND POSTED ON:

B. Hunter, Contracts Analyst

04/06/06

EVALUATION CRITERIA:

Each criterion will be scored up to the percentage allotted for each (total 100%):  
Qualifications and Experience (65%); Ability To Perform (20%); Price (15%).

EVALUATION COMMITTEE MEETING:

Friday May 5, 2006 at 1:30 PM Eastern

Facilities Conference Room, 205 W. County Home Road, Sanford, Florida 32773

SHORT-LISTED FIRMS:  
(Listed alphabetically)

Hanscomb Faithful & Gould  
PMA Consultants, LLC  
ZHA Incorporated

BCC AGENDA DATE:

June 13, 2006

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Construction Management & Development- Florida, LLC

**QUALIFICATION COMMITTEE MEMBER:** Don Fisher

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

**\*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;
- (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;
- (15) Similar work experience related to the required services, and experience designing to meet budget;
- (10) References, Past Performances;
- (10) Project Approach.

SEVERAL PROJECT LISTED THAT ARE COMPARABLE IN SIZE/TYPE! HOWEVER NO JAIL LISTED. PROJECT DIRECTOR (ASDEN) WAS A PROJECT MANAGER FOR A GC ON 3 JAIL PROJECTS. GOOD VALUE ENGINEERING DESCRIBED. THIRD PARTY LITIGATION FILED.

Score 43  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;
- (10) Quality Control Measures.

IF AWARDED THE FIRM WOULD LOCATE AT THE PROJECT SITE. IN TERMS OF OTHER OFFICES, THE RESPONSE WAS NOT CLEAR WHETHER THE TAMPA OFFICE IS CORPORATE OR A PROJECT SITE OFFICE. APPEARED TO BE ABLE TO MEET WORKLOAD DEMANDS. GOOD QUALITY CONTROL DISCUSSION.

Score 15  
(0-20)

**PRICE (15)**

\$1,608,757 + OPTIONAL SERVICES OF AROUND \$114,000

Score 8.09  
(0-15)

Ranking 5

Total Score (0-100) 63 66.09

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Construction Management & Development- Florida, LLC

**QUALIFICATION COMMITTEE MEMBER:** Penny Fleming

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

Out of State experience  
Proposed Project Director will have one and will then  
transition another one entirely in  
last 3 correctional facility projects; last one in 2001;  
none in FL.

Score 50  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Headqtrs - Hawaii; East coast office - New York w/  
office in Tampa

Score 10  
(0-20)

**PRICE (15)** \$1,608,757

Score 8.09  
(0-15)

Ranking 5

Total Score (0-100) 68.09

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Construction Management & Development- Florida, LLC

**QUALIFICATION COMMITTEE MEMBER:** Jerry McCollum

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

**\*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- 1 (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;
- 2 (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;
- 3 (15) Similar work experience related to the required services, and experience designing to meet budget;
- 4 (10) References, Past Performances;
- 5 (10) Project Approach.

(1)	Good - Not much in common.	75% (15)	11.25
(2)	General - Very	70% (15)	10.50
(3)	3 Projects in past	75 (15)	11.25
(4)	Good - Not very specific on savings time/cost	75 (10)	7.5
(5)	Good general	75 (10)	7.5
		<b>Score 48</b>	
		(0-65)	

**ABILITY TO PERFORM (20)**

- 1 (5) Location of the Firm;
- 2 (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;
- 3 (10) Quality Control Measures.

(1)	Thoroughly USA	70% (5)	3.5
(2)	Did not address well	70 (5)	3.5
(3)	Weak	65 (10)	6.5
		<b>Score 13.5</b>	
		(0-20)	

**PRICE (15)**

1.608 m		
8.09	<b>Score 70</b>	10.50
	(0-15)	

Ranking 5 ✓

10.50  
- 8.09  
2.41

**Total Score (0-100)** 72.00

- 2.41  
**69.59**

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Construction Management & Development- Florida, LLC

**QUALIFICATION COMMITTEE MEMBER:** Frank Raymond

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any; 10
- (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects; 5
- (15) Similar work experience related to the required services, and experience designing to meet budget; 5
- (10) References, Past Performances; 7
- (10) Project Approach. 8

Definite lack of team experience in jails, although not  
has no individual experience

Score 35  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm; 3
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner; 3
- (10) Quality Control Measures. 7

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Score 13  
(0-20)

**PRICE (15)**

Way too high

Score 8.09  
(0-15)

Ranking 5

Total Score (0-100) 53 56.09



**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Construction Management & Development- Florida, LLC

**QUALIFICATION COMMITTEE MEMBER:** Speed Thomas

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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  - Excellent, Very Good, Solid in all respects.
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- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

adequately qualified - general  
limited references record of past performance  
not too strong in correctional facility work

Score 61  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

HQ in Hawaii, closest office in Tampa  
71 full time staff (total) only 9 on east coast

Score 15  
(0-20)

**PRICE (15)** \$1.608M (\$48K \$66K options)

Score 8.09  
(0-15)

Ranking 5

Total Score (0-100) 84.09

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Construction Management & Development- Florida, LLC

**QUALIFICATION COMMITTEE MEMBER:** Mike Tidwell

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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**\*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

Qualifications of firm -15  
History of Team -5  
Similar work -5  
Ref. -10  
Proj Approach -10

Score 45  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Location of firm 2  
Workload 5  
Quality Control 3

Score 12  
(0-20)

**PRICE (15)**

Score 8.09  
(0-15)

Ranking 5

Total Score (0-100) 67  
65.09

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Construction Management & Development- Florida, LLC

**QUALIFICATION COMMITTEE MEMBER:** Scott Werley

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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**QUALIFICATIONS AND EXPERIENCE (65)**

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(10) References, Past Performances;  
(10) Project Approach.

No PM identified, No subconsultants  
14 year old firm, 3 correctional facilities completed  
Project Director Design worked on prisons, CHH projects from \$37M to \$160M  
Reference from Skanska, re: 21 hotels & resorts  
Comm Mgmt., review budgets, VE, CR, life cycle - Estimating optional, extra \$

Score 45  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Tampa, Honolulu  
21 projects on East Coast, 9 people out of 20 on 21 projects  
Design review, VE, Constructability review, QA

Score 10  
(0-20)

**PRICE (15)**

\$1,608,757.00 - 5.7%  
(Estimating & Design review optional & extra)

Score 8  
(0-15)

Ranking \_\_\_\_\_

Total Score (0-100) 63

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Dick Corporation

**QUALIFICATION COMMITTEE MEMBER:** Don Fisher

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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**QUALIFICATIONS AND EXPERIENCE (65)**

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(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

EXTENSIVE EXPERIENCE WITH JAIL PROJECTS. RESIDENT ENGINEER  
WITH 4 JAIL PROJECTS AND SEVERAL OTHER INSTITUTIONAL BLDGS. AS EXPERIENCED  
PROJECT MANAGER WITH ONE JAIL EXPANSION AND SEVERAL OTHER PROJECTS.  
NO CONFLICTS OF INTEREST IN FLORIDA. TEAM EXPERIENCE WITH THIS  
CLIENT. OWNER REF. FOR 2 SIMILAR TYPE PROJECTS. REFERENCES PROVIDED  
GOOD UNDERSTANDING OF THE SITE. GOOD PROJECT APPROACH INCLUDING  
BUDGET AWARENESS. GOOD TEAM REVIEW IS A VERY GOOD IDEA.  
PROACTIVE APPROACH DURING CONSTRUCTION. GOOD COMMUNICATION  
DISCUSS WITH DEALING WITH CONTRACT. TEAM TRAINED TO  
TEST MATERIALS.

Score 49  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

MANUAL CHECK INDICATES AN ABILITY TO PERFORM CLOSEST LOGISTICAL  
OFFICE IS IN JACKSONVILLE FL. GOOD QUALITY CONTROL MEASURES.  
DAILY MEETING IS A GOOD IDEA.

Score 15  
(0-20)

**PRICE (15)**

\$1,354,012.00

Score 10 9.61  
(0-15)

Ranking 3

Total Score (0-100) 74 73.61

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Dick Corporation

**QUALIFICATION COMMITTEE MEMBER:** Penny Fleming

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
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- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

20 Correctional project; appears none in FL.

Score 60  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

4400 - Pittsburgh, PA; fax. office

Score 15  
(0-20)

**PRICE (15)**

\$1,354,012

Score 8 9.61  
(0-15)

Ranking 4

Total Score (0-100) 75 84.61

# RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL EXPANSION PROJECT

SUBMITTAL COMPANY NAME: Dick Corporation

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

## EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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## QUALIFICATIONS AND EXPERIENCE (65)

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- (15) Similar work experience related to the required services, and experience designing to meet budget;
- (10) References, Past Performances;
- (10) Project Approach.

(1)	Very extensive in corrections - Very good	80% (15)	12.0
(2)	Very long term team 12 yrs - Very good	80 (15)	12.0
(3)	Extensive specific and very good	80 (15)	12.0
(4)	Good +	78 (10)	7.8
(5)	Very good with some specific	80 (10)	8.0

Score 51.8  
(0-65)

## ABILITY TO PERFORM (20)

- (5) Location of the Firm;
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;
- (10) Quality Control Measures.

1	Very good - Jacksonville	80 (5)	4.0
2	Very good / Detailed on workload	80 (5)	4.0
3	Very good detailed QA/QC Plan	80 (10)	8.0

Score 16.0  
(0-20)

## PRICE (15)

Price 1.354 m

9.61

Score 7.5  
(0-15)

Ranking 3

4

11.25  
- 9.61  
1.64

Total Score (0-100) 79.205

- 1.64

77.41

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Dick Corporation

**QUALIFICATION COMMITTEE MEMBER:** Frank Raymond

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any; 12  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects; 11  
(15) Similar work experience related to the required services, and experience designing to meet budget; 12  
(10) References, Past Performances; 8  
(10) Project Approach. 7

*This is a very aggressive proposal, & it is obvious that Dick Corp. knows the business. But I am concerned about their company being a GC & they are, is it an create conflicts of interest, and I am somewhat concerned about the position of leadership is too much load - Not enough support & follow.  
See possible problems staying out of "means & methods"*

Score 50  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm; 2  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner; 2  
(10) Quality Control Measures. 7

*Again - very aggressive but too much of their "costed" approach - very obviously from GC/CM experience.*

Score 11  
(0-20)

**PRICE (15)**

*Very expensive - Constructing phase is over the top*

Score 5 9.61  
(0-15)

Ranking 4

Total Score (0-100) 68 70.61

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Dick Corporation

**QUALIFICATION COMMITTEE MEMBER:** Speed Thomas

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

may do more actual construction than OAR  
LEED Accredited  
lots (20+) of jail experience (\$200M single project)  
good team experience in jail work  
No jail experience in Fla jail work  
good references  
Specific project approach as relates to CJC & existing site.  
Score 62  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Chief Office in JAX (1500 Staff - includes trades workers)  
Workload @ 77% Complete

Score 15  
(0-20)

77

**PRICE (15)**

\$ 1,354 M (inclusive)

Score 9.61  
(0-15)

Ranking 4

Total Score (0-100) 86.61



**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Dick Corporation

**QUALIFICATION COMMITTEE MEMBER:** Mike Tidwell

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

<u>Qualifications of Firm</u>	<u>-15 strong</u>
<u>History of Team</u>	<u>-15</u>
<u>Similar Work</u>	<u>-13</u>
<u>Ref Performance</u>	<u>-15</u>
<u>Approach to Project.</u>	<u>-15</u>

Score 62  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

<u>Location of firm</u>	<u>-3</u>
<u>Current Workload</u>	<u>-2</u>
<u>Quality Control</u>	<u>-8</u>

Score 13  
(0-20)

**PRICE (15)**

Score 12 9.61  
(0-15)

Ranking 2

Total Score (0-100) 87  
84.61

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Dick Corporation

**QUALIFICATION COMMITTEE MEMBER:** Scott Werley

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

\$2 Billion in construction as CM/GC, Experienced personnel, No sub-consultants  
20-24 correctional facilities, old firm, worked as CM or GC  
2 jails as Owner's Rep, projects at or under budget  
Numerous reference letters, several for highway or civil projects  
Understand site/stakeholders, review VE, constructability, design support, S&B  
party schedule review

Score 50  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Jacksonville  
3 small projects, 2 larger under \$50M currently, up to 11,000 man hours available  
Constructability review, estimating, impact analysis on changes

Score 15  
(0-20)

**PRICE (15)**

\$1,355,012.00 - 4.8%

Score 89  
(0-15)

Ranking \_\_\_\_\_

Total Score (0-100) 74

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Hanscomb Faithful & Gould

**QUALIFICATION COMMITTEE MEMBER:** Don Fisher

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

PROJECT EXECUTIVE LIST SEVERAL TAIL TYPE PROJECT EXPERIENCE. SEVERAL  
OTHER TEAM MEMBERS HAVE TAIL EXPERIENCE. TEAM LIST SEVERAL TAIL  
PROJECT THAT ARE COMPARABLE INCLUDING FACILITIES IN FLORIDA WORKED WITH  
2HA ON C.C. SEVERAL REFERENCES LISTED. PROACTIVE COST MANAGEMENT  
DISCUSSED. PROJECT APPROACH WAS THOROUGH IN ITEMS COVERED BUT VAGUE IN DETAIL

Score 46  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm; 5  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner; 2-  
(10) Quality Control Measures. 4

OFFICE LOCATED IN WINTER PARK. EMPHASIS PLACED ON TECHNOLOGY  
AND COMMUNICATION. DISCUSSED THE USE OF VIRTUAL MEETINGS AND  
DOCUMENT SHARING. NOT MUCH FACE-TO-FACE DISCUSSION ON QA/QC  
DISCUSSED. WASN'T REALLY CLEAR WHETHER THERE IS CAPACITY TO  
HANDLE ADDITIONAL WORK.

Score 11  
(0-20)

**PRICE (15)**

\$1,195,000

Score 12 10.89  
(0-15)

Ranking 4

Total Score (0-100) 69 67.89

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Hanscomb Faithful & Gould

**QUALIFICATION COMMITTEE MEMBER:** Penny Fleming

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

comp. 1946  
worked on CSC project w/ 2 AA on design development,  
mech., plumbing

Score 60  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Maitland  
1946

Score 20  
(0-20)

**PRICE (15)** \$1,195,000

Score 8 10.89  
(0-15)

**Ranking** 3

**Total Score (0-100)** 85 90.89

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

SUBMITTAL COMPANY NAME: Hanscomb Faithful & Gould

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.

**QUALIFICATIONS AND EXPERIENCE (65)**

- (1)(15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
 (2)(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
 (3)(15) Similar work experience related to the required services, and experience designing to meet budget;  
 (4)(10) References, Past Performances;  
 (5)(10) Project Approach.

1	Very good - Extensive work for corrections	80(15) = 12.0
2	Good (+) - Did not state length of time teaming	78(15) = 11.70
3	Very good - Extensive in corrections	80(15) = 12.0
4	Very good	80(10) = 8.0
5	Very good - good detail	80(10) = 8.0
		Score <u>51.70</u> (0-65)

**ABILITY TO PERFORM (20)**

- (1)(5) Location of the Firm;  
 (2)(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
 (3)(10) Quality Control Measures.

1	Very good - H. Hall	80(5) = 4.0
2	Good - Can do work	75(5) = 3.75
3	Good - Little general	75(10) = 7.50
		Score <u>15.25</u> (0-20)

**PRICE (15)**

Price = 1,195 m	10.89	Score <u>80</u> (0-15)	<del>12.0</del>
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Ranking 4

3

Total Score (0-100) 78.95  
~~11.11~~

77.84

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Hanscomb Faithful & Gould

**QUALIFICATION COMMITTEE MEMBER:** Frank Raymond

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any; 11
- (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects; 12
- (15) Similar work experience related to the required services, and experience designing to meet budget; 12
- (10) References, Past Performances; 7
- (10) Project Approach. 9

Individuals seem well qualified. Some confusion over which companies (local vs. outside) are on which projects.

Score 51  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm; 5
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner; 2
- (10) Quality Control Measures. 7

Current workload is not related to ability to do this project.

Score 14  
(0-20)

**PRICE (15)**

High, but in the realm of reason

Score 12 10.89  
(0-15)

Ranking 3

Total Score (0-100) 75 75.89

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Hanscomb Faithful & Gould

**QUALIFICATION COMMITTEE MEMBER:** Speed Thomas

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

OK for GC Jail Expansion  
Team with Christie (CJC) (MBE)  
Good Connections Experience

Score 62  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Martland Office (Delaware Corp)  
Download OK

Score 16  
(0-20)

**PRICE (15)** \$1.195M (no options)

Score 10.89  
(0-15)

Ranking 2

Total Score (0-100) 88.89

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Hanscomb Faithful & Gould

**QUALIFICATION COMMITTEE MEMBER:** Mike Tidwell

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

<i>Qualifications of firm</i>	<i>-10</i>	<i>mini-connections work</i>
<i>History of team</i>	<i>-8</i>	<i>newly assembled team</i>
<i>Similar work</i>	<i>-8</i>	
<i>Ref Past Per</i>	<i>-10</i>	
<i>Project Approach</i>	<i>-10</i>	<i>great project plan</i>

Score 46  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

<i>Location of firm</i>	<i>-5</i>
<i>Current Projects</i>	<i>-5</i>
<i>Quality Control</i>	<i>-8</i>

Score 18  
(0-20)

**PRICE (15)**

Score 12 *10.89*  
(0-15)

Ranking 4

Total Score (0-100) 76  
*74.89*



**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** Hanscomb Faithful & Gould

**QUALIFICATION COMMITTEE MEMBER:** Scott Werley

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

Teamed with JCA (worked w/ Orange Co.) Two Companies fully staffed  
No team projects listed Vendor not had license revoked, but not registered, Postponed - 10 projects  
Projects in Orange, Phyllis, Federal - JCA worked on CJC  
JCA listed R+B, CT Inc, Orange Co., ZHA - Vendor not listed JIC (Electric Subcontractor)  
Heavy on estimating, early VE w/ life cycle costs, Master Schedule

Score 55  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Maitland  
Projects throughout SE (4 of 23 in FL) 14,000 total employees  
Collaborative Technology, WebEx

Score 14  
(0-20)

**PRICE (15)**

\$1,178,000.00 - 4.3%

Score 10  
(0-15)

**Ranking** \_\_\_\_\_

**Total Score (0-100)** 79

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** PMA Consultants, LLC

**QUALIFICATION COMMITTEE MEMBER:** Don Fisher

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

(uns)  
National Correctional Practice Engineering ETC. Proposed team has worked together since 08. Owner rep of DC Correctional Expansion of several other projects. Similar experience with several other projects (institutional). Good in terms of experience. Good detail and discussion in the project approach. Good discussion with cost control. Good V/E discussion.

Score 47  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Orlando Office. Firm appears to have adequate capacity to handle the jail expansion project. Good quality control discussion.

Score 17  
(0-20)

**PRICE (15)**

\$1,171,001.00

Score 13 11.11  
(0-15)

Ranking 2

Total Score (0-100) 78.11

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** PMA Consultants, LLC

**QUALIFICATION COMMITTEE MEMBER:** Penny Fleming

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

PMA/URS - Orange Co Jail Project  
600 jail project

Score 65  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Delaware Office  
1571

Score 20  
(0-20)

**PRICE (15)**

\$1,171,000

Score 15 11.11  
(0-15)

Ranking 2

Total Score (0-100) 95 96.11

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

SUBMITTAL COMPANY NAME: PMA Consultants, LLC

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.

**QUALIFICATIONS AND EXPERIENCE (65)**

1	(15) Qualifications of the firm, proposed personnel and Sub consultants, if any;		
2	(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;		
3	(15) Similar work experience related to the required services, and experience designing to meet budget;		
4	(10) References, Past Performances;		
5	(10) Project Approach.		
(1)	Very good - Ext. exp. in correction	80 (15)	12.0
(2)	Very good - 10 yrs as team (2 firms)	80 (15)	12.0
(3)	Very good - Extensive exp	80 (15)	12.0
(4)	Very good - Extensive exp	80 (10)	8.0
(5)	Very good - very good detail	80 (10)	8.0
	Good examples		
		Score <u>52.0</u>	
		(0-65)	

**ABILITY TO PERFORM (20)**

(5)	Location of the Firm;		
(5)	Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;		
(10)	Quality Control Measures.		
1	Very good - Online	80 (5)	4.0
2	Good (+)	78 (5)	3.9
3	Good - General	75 (10)	7.5
		Score <u>15.4</u>	
		(0-20)	

**PRICE (15)**

	Price 1.71 M		
		11.11	Score <u>8.0</u>
			(0-15)

Ranking 2

Total Score (0-100) 79.40

- 0.89  
**78.51**

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** PMA Consultants, LLC

**QUALIFICATION COMMITTEE MEMBER:** Frank Raymond

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any; 12
- (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects; 12
- (15) Similar work experience related to the required services, and experience designing to meet budget; 11
- (10) References, Past Performances; 8
- (10) Project Approach. 8

Strong proposal - a little too generalized (no size fit etc)  
J.W. Christie seems common to several proposals

Score 51  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm; 5
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner; 4
- (10) Quality Control Measures. 8

Score 17  
(0-20)

**PRICE (15)**

Realistic, but not the best

Score 12 1111  
(0-15)

Ranking 2

Total Score (0-100) 82 79.11

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** PMA Consultants, LLC

**QUALIFICATION COMMITTEE MEMBER:** Speed Thomas

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

Team w/ J. Christie (MBE) + URS (Maybe too many players?)  
adequate available workload  
limited (OC) jail experience as OAR  
good project approach.

Score 61  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Local /orlando office (national firm) HQ in Michigan

Score 16  
(0-20)

**PRICE (15)**

\$ 1.171 M (inclusive)

Score 11.1  
(0-15)

Ranking 3

Total Score (0-100) 88.11

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** PMA Consultants, LLC

**QUALIFICATION COMMITTEE MEMBER:** Mike Tidwell

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

Qualifications of firm - 12  
History of team - 15  
Similar work - 10  
Reference - 8  
Project Approach - 8

Score 53  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Location of firm - 5  
Current + Project Workload 5  
Quality Control - 5

Score 15  
(0-20)

**PRICE (15)**

Score 8 11.11  
(0-15)

Ranking 3

Total Score (0-100) 76  
79.11

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** PMA Consultants, LLC

**QUALIFICATION COMMITTEE MEMBER:** Scott Werley

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;
- (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;
- (15) Similar work experience related to the required services, and experience designing to meet budget;
- (10) References, Past Performances;
- (10) Project Approach.

2-4 staff currently with Ormeau. All exp. current.  
PMA/URS/JCA worked together since 5/98 - 4 projects together in Orange  
Several corrections facilities. Good cost control, budget, design  
Good references from Mike Heltz & Tony Aguerre  
Cost proposal early, 1st cycle analysis, cash flow analysis, contract language

Score 60  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;
- (10) Quality Control Measures.

Orlando  
PMA staff at 33, URS & JCA have 40 available - current work for COAA, OEPS, Orange  
DeKalb, Trinity, Peer Review, constant feedback

Score 18  
(0-20)

**PRICE (15)**

\$1,171,001.00 - 4.2%

Score 11  
(0-15)

Ranking \_\_\_\_\_

Total Score (0-100) 89



**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** ZHA Incorporated

**QUALIFICATION COMMITTEE MEMBER:** Don Fisher

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

Exclusive Owner Rep. 70 yrs experience. OR and the CTC.  
Project team appears to be well qualified for the project; however,  
Jail experience was limited to individual team members and partners.  
References listed. Many services listed, not much detail about  
services (only general descriptions). Good discussion for construction phase

Score 46  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Firm based in Orlando. Submittal indicates adequate capacity  
to perform in the jail project. General discussion w  
quality control measures.

Score 17  
(0-20)

**PRICE (15)**

\$867,625

Score 15  
(0-15)

Ranking 1

Total Score (0-100) 78

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** ZHA Incorporated

**QUALIFICATION COMMITTEE MEMBER:** Penny Fleming

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

20 yrs.; 1983  
Team up w/ JCA (John Christie + Assoc.) (MAG) 1974 - extensive  
Commercial facilities exp.  
Andrew Burch Project Executive; worked w/ County + SCSO  
on CTC and JJC  
excellent working relationship w/ Andrew

Score 65  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Based in Atlanta

Score 20  
(0-20)

**PRICE (15)**

\$867,625

Score 15  
(0-15)

**Ranking** 1

**Total Score (0-100)** 100

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

SUBMITTAL COMPANY NAME: ZHA Incorporated

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- 1 (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;
- 2 (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;
- 3 (15) Similar work experience related to the required services, and experience designing to meet budget;
- 4 (10) References, Past Performances;
- 5 (10) Project Approach.

(1)	Good + - Same by ZHA (2 Sub. Co.)	78 (15)	= 11.70
(2)	Various projects done - 12 years - very good	80 (15)	12.0
(3)	Good (+) - Same by ZHA more by Sub.	78 (15)	11.70
(4)	Very good	80 (10)	8.0
(5)	Good + - Good with some detail	78 (10)	7.8
		Score	51.20
			(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;
- (10) Quality Control Measures.

(1)	Very good control.	80 (5)	= 4.0
(2)	Very good - reliable team	80 (5)	= 4.0
(3)	Good team.	75 (10)	7.5
		Score	15.5
			(0-20)

**PRICE (15)**

Price = \$968 M	
15.0	Score 85
	(0-15)

Ranking 1 ✓

Total Score (0-100) 79.45  
2.25

81.70

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** ZHA Incorporated

**QUALIFICATION COMMITTEE MEMBER:** Frank Raymond

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any; 14
- (15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects; 13
- (15) Similar work experience related to the required services, and experience designing to meet budget; 12
- (10) References, Past Performances; 10
- (10) Project Approach. 9

*Firm is well qualified subs are good. Because of my past experiences with ZHA at the etc + etc project, I am predisposed to their past performance. The fact they are participating in the Masterton is a plus.*

Score 58  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm; 5
- (5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner; 5
- (10) Quality Control Measures. 9

Score 19  
(0-20)

**PRICE (15)** 15

*Price is by far the best of respondents*

Score 15  
(0-15)

Ranking 1

Total Score (0-100) 92

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** ZHA Incorporated

**QUALIFICATION COMMITTEE MEMBER:** Speed Thomas

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

*Strictly OK -  
ZHA + Christie teamed on CTC (+ Boyken)  
provided OK for CTC + CTC projects highly successful  
Andy Brooks - Truly outstanding  
Team has worked together on numerous projects.  
not too much jail experience (ZHA) Boyken = 30+  
Excellent project approach.*

Score 64  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

*all local offices  
workload a 60% committed.  
Don Dockering - Excellent QA*

Score 19  
(0-20)

**PRICE (15)** \$867K All-inclusive

Score 15  
(0-15)

Ranking 1

Total Score (0-100) 98

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** ZHA Incorporated

**QUALIFICATION COMMITTEE MEMBER:** Mike Tidwell

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

<u>Qualifications</u>	<u>- 15 strong local knowledge</u>
<u>History of Team</u>	<u>- 15 Extensive time working together</u>
<u>Similar work</u>	<u>- 10</u>
<u>References</u>	<u>- 10</u>
<u>Project Approach</u>	<u>- 8</u>

Score 58  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures..

<u>Location of firm</u>	<u>- 5</u>
<u>Current Projects</u>	<u>- 3</u>
<u>Quality Control</u>	<u>- 7</u>

Score 15  
(0-20)

**PRICE (15)**

Score 15  
(0-15)

Ranking 1

Total Score (0-100) 88

**RFP-0580-06/BLH - OWNER'S REPRESENTATIVE SERVICES FOR THE JAIL  
EXPANSION PROJECT**

**SUBMITTAL COMPANY NAME:** ZHA Incorporated

**QUALIFICATION COMMITTEE MEMBER:** Scott Werley

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS AND EXPERIENCE (65)**

- (15) Qualifications of the firm, proposed personnel and Sub consultants, if any;  
(15) Review history of proposed team, number of projects worked on as a team, years of association and quality of service provided on past projects;  
(15) Similar work experience related to the required services, and experience designing to meet budget;  
(10) References, Past Performances;  
(10) Project Approach.

Andy Bivens, Bob De Boer, Dan Docking - Seaboard Co. experience  
ZHA / JCA / Baykon / Redding - 20-40 projects together  
CJC, JLC, Orange Co, COBA Federal & State Projects, Met Budget  
Good reference from Mike Heltz, Alex Bivens  
Good approach through all phases, experience with Sales Tax Paying

Score 60  
(0-65)

**ABILITY TO PERFORM (20)**

- (5) Location of the Firm;  
(5) Current and Projected Workload, ability and capacity of the Proposer to perform in a timely manner;  
(10) Quality Control Measures.

Orlando  
Currently committed 50% - 60% w/ OIA, OCPS, Orlando, Winter Garden  
QA/QC Communication

Score 18  
(0-20)

**PRICE (15)**

\$ 867,628.00 - 3%

Score 15  
(0-15)

Ranking \_\_\_\_\_

Total Score (0-100) 93

**DRAFT**

**OWNER'S REPRESENTATION SERVICES AGREEMENT (RFP-0580-06/BLH)  
SEMINOLE COUNTY JAIL EXPANSION PROJECT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida, whose address is \_\_\_\_\_, hereinafter referred to as "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified consultant to provide Owner's Representation services for the Seminole County Jail expansion project; and

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

**WHEREAS**, the CONSULTANT is competent and qualified to furnish Owner's Representation services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONSULTANT to furnish 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 completion of the Jail expansion construction plus six (6) months. 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 services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

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

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

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement by Work Orders issued on a "Fixed Fee Basis". All Work Orders, changes or amendments issued pursuant to this Agreement must be approved by the Board of County Commissioners regardless of amount or time involved.

**SECTION 6. PAYMENT AND BILLING.**

(a) The CONSULTANT shall perform all work required by the Work Orders but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

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

(c) Each Work Order issued on a "Fixed Fee Basis" 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.

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

Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Administrative Services  
200 West County Home Road  
Sanford, Florida 32773

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

#### **SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

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

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Develop-

ment, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

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

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

#### **SECTION 8. RESPONSIBILITIES OF THE CONSULTANT.**

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

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 9. OWNERSHIP OF DOCUMENTS.** All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

**SECTION 10. TERMINATION.**

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

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

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

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date

of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

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

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

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

**SECTION 11. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT.** The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 13. NO CONTINGENT FEES.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 14. CONFLICT OF INTEREST.**

(a) The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individ-

ual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

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

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

**SECTION 15. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

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

**SECTION 17. INDEMNIFICATION OF COUNTY.** The CONSULTANT agrees to hold harmless and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related



to the provision of services hereunder by the CONSULTANT.

**SECTION 18. INSURANCE.** The CONSULTANT shall, at the CONSULTANT's own cost, procure insurance as may be required by the COUNTY and each Work Order issued pursuant to 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 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

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

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

**SECTION 20. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agree-

ment shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

**SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

**SECTION 23. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is

to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 24. EMPLOYEE STATUS.** Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

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

**SECTION 26. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

**SECTION 28. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Administrative Services  
200 West County Home Road  
Sanford, Florida 32773

**For CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

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: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AC/lpk  
1/17/06  
RFP-0580

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Construction Schedule