

PROFESSIONAL SERVICES

26. Approve the ranking, authorize negotiations and award PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design to Ghyabi & Associates, Inc., Deland. (\$600,000.00)

PS-0676-06/DRR will provide the services of a professional engineering consultant to engineer and design a new roadway to provide transportation network relief when the future S.R. 436 / U.S. 17-92 interchange is complete and to provide economic redevelopment opportunities. This project was publicly advertised and the County received nine submittals (listed alphabetically):

- Avcon, Inc, Orlando;
- CPH Engineers, Inc, Sanford;
- Earth Tech Consulting, Inc., Orlando;
- Eisman & Russo, Inc., Orlando;
- GAI Consultants, Inc., Orlando;
- Ghyabi & Associates, Inc., Deland;
- HDR Engineering, Inc., Orlando;
- Lochrane Engineering, Inc., Orlando;
- MACTEC Engineering and Consulting, Orlando.

The Evaluation Committee, which consisted of Brett Blackadar, P.E., Principal Engineer; Kevin Fall, US 17/92 CRA Coordinator; Antoine Khoury, P.E., Principal Engineer and Jerry McCollum, P.E., County Engineer, evaluated the submittals and short-listed three firms based on the following criteria:

- Approach to and Understanding of the Project;
- Qualifications of the Firms and Proposed Personnel;
- Similar Project Experience;
- Innovative and Cost Saving Ideas;
- Locations of the Firm.

The Evaluation Committee interviewed the following short-listed firms (listed alphabetically):

- Earth Tech Consulting, Inc., Orlando;
- Ghyabi & Associates, Inc, Deland;
- Lochrane Engineering, Inc., Orlando.

The short-listed firms were evaluated based on the following criteria:

- Project Approach;
- Innovative Ideas;
- Qualifications of the Team.

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

- 1) Ghyabi & Associates, Inc., Deland;
- 2) Earth Tech Consulting Inc., Orlando;
- 3) Lochrane Engineering, Inc., Orlando.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis. The term of the contract for this project shall run for five (5) years and at the sole option of the County may be renewed for two (2) successive periods of one (1) year each. The estimated contract value is \$600,000.00.

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: New Oxford Road Project

DEPARTMENT: Public Works DIVISION: Engineering

AUTHORIZED BY: [Signature] CONTACT: Jerry McCollum, P.E. EXT. 5651
W. Gary Johnson, P.E., Director

Agenda Date <u>01/24/06</u>	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Authorization to move forward with a Preliminary Engineering Study for the realignment of Oxford Road utilizing 2001 Sales Tax Revenue.

District 4 – Commissioner Henley (Jerry McCollum, P.E., County Engineer)

BACKGROUND:

At the December 20, 2005 Board meeting, direction was given to staff to present to the Board the results of the preliminary analysis that has been conducted to develop various alternatives to realign Oxford Road in the Fern Park Area. Also, a funding source was to be identified if the Board chooses to go forward with this project.

A proposed alignment for New Oxford Road was originally presented in the Fern Park Redevelopment Framework Report prepared by Glatting Jackson in 2004. Staff in the Engineering Division has revised that alignment to reflect current design standards and to minimize right-of-way impacts and added three new alternatives to the original alternative. Each alternative ties into a realigned South Street at US Highway 17/92. All of these alternatives are attached. It should be stressed that staff's analysis is very preliminary and needs to be developed further before finalizing a recommendation.

Reviewed by: <u>[Signature]</u>
Co Atty: _____
DFS: _____
Other: <u>[Signature]</u>
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>RPWE01</u>

Further, after the previously discussed alternatives were developed, a Lowe's store is now proposed at the southeast corner of the intersection of US Highway 17/92 and Fernwood Boulevard at the former K-mart Plaza site. The current owner is in the process of applying for permission from the Florida Department of Transportation (FDOT) to install a signal at the entrance to their site at US Highway 17/92 and Prairie Lake Drive. In conjunction with the proposed signal, Civil/Site Engineering, Inc., representing the owners developed a new alignment concept for Oxford Road which ties into Prairie Lake Drive at US Highway 17/92. If this proposed signal is constructed for the Lowe's site, the original Glatting Jackson alignment, as well as the three alternatives developed by County staff, would most likely be obsolete. This is based on the fact that FDOT, in our opinion, would not permit another signal (US Highway 17/92 and South Street) in close proximity to the proposed signal at Prairie Lake Drive for the Lowe's site.

Using May 2005 construction costs, a comparative analysis has been completed to determine preliminary estimates for each of these alternatives as follows:

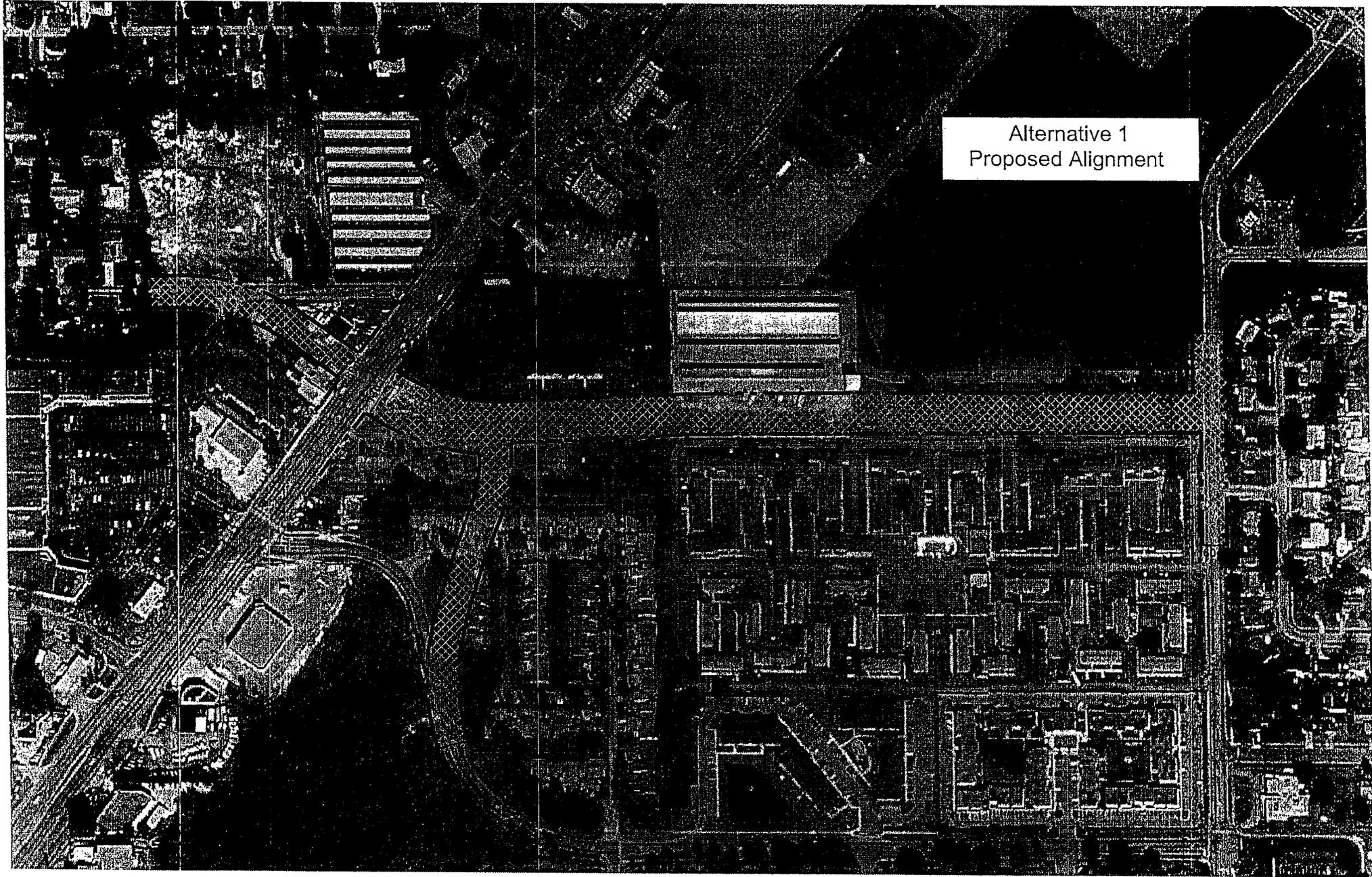
Alternative	Design	Right-of-Way	Construction	CEI	Total
Original Alignment	\$330,000	\$9,453,750	\$2,200,000	\$330,000	\$12,313,750
Alternative 1	\$300,000	\$8,897,500	\$2,000,000	\$300,000	\$12,053,750
Alternative 2	\$262,500	\$6,266,250	\$1,750,000	\$262,500	\$8,541,250
Alternative 3	\$240,000	\$5,710,000	\$1,600,000	\$240,000	\$7,790,000
Lowe's Alignment	\$187,500	\$4,413,450	\$1,250,000	\$187,500	\$6,038,450

Based on the above preliminary assessment, it appears that the Lowe's Alignment would be the most cost effective route for Oxford Road. This is predicated on the FDOT approving a signal at Prairie Lake Drive. If the signal is not approved at Prairie Lake Drive, Alternative 2 for the New Oxford Road Realignment would probably serve the area better than Alternatives 1 and 3. However, further study of all alternatives, which would include detailed traffic analysis, stormwater reviews, development of typical sections, updated cost estimates and refinements of the alternative alignments should be investigated in a Preliminary Engineering Report prior to adopting a final alignment and typical section.

It is estimated that the Preliminary and Final Engineering could be completed by July 2008. Right-of-way acquisition typically requires at least 18 months and construction for a project of this nature would also be 18 months; thereby making the project completion date the summer of 2011.

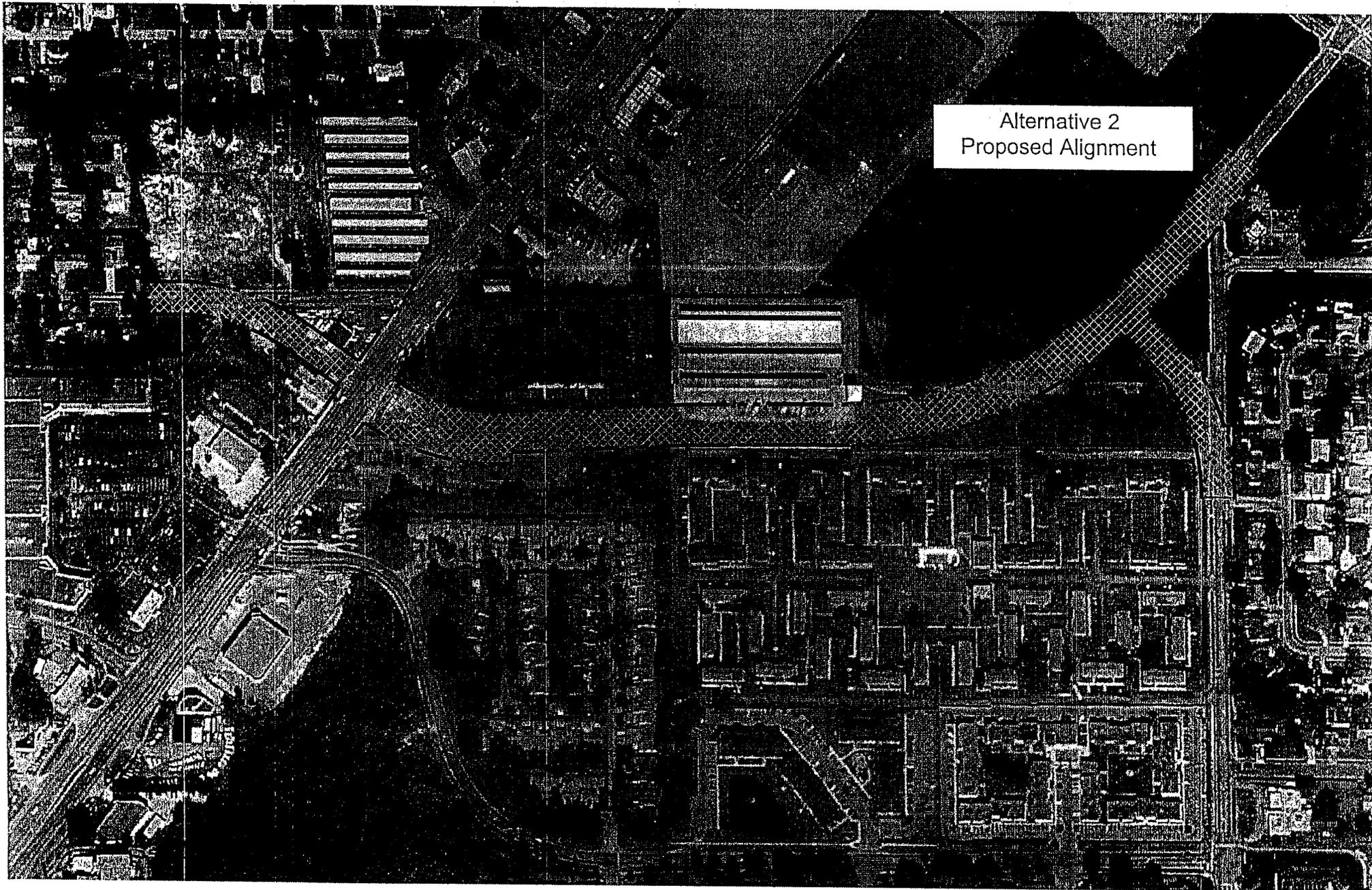
The 2001 Sales Tax is proposed as the funding source. The Preliminary Engineering Report activities are closely related to the State Road 436/US Highway 17/92 Interchange project for which FDOT is lead. Based on that relationship, the schedule described above presumes that the County would proceed with selecting and retaining a consultant to begin work by October 2006. At the time the recommended typical section and alignment (based on the Preliminary Engineering Report) are adopted at a Public Hearing by the Board of County Commissioners, the 2001 Sales Tax List should be concurrently amended to reflect implementation of the New Oxford Road as a stand-alone project.

Attachments: Alignments



Alternative 1
Proposed Alignment

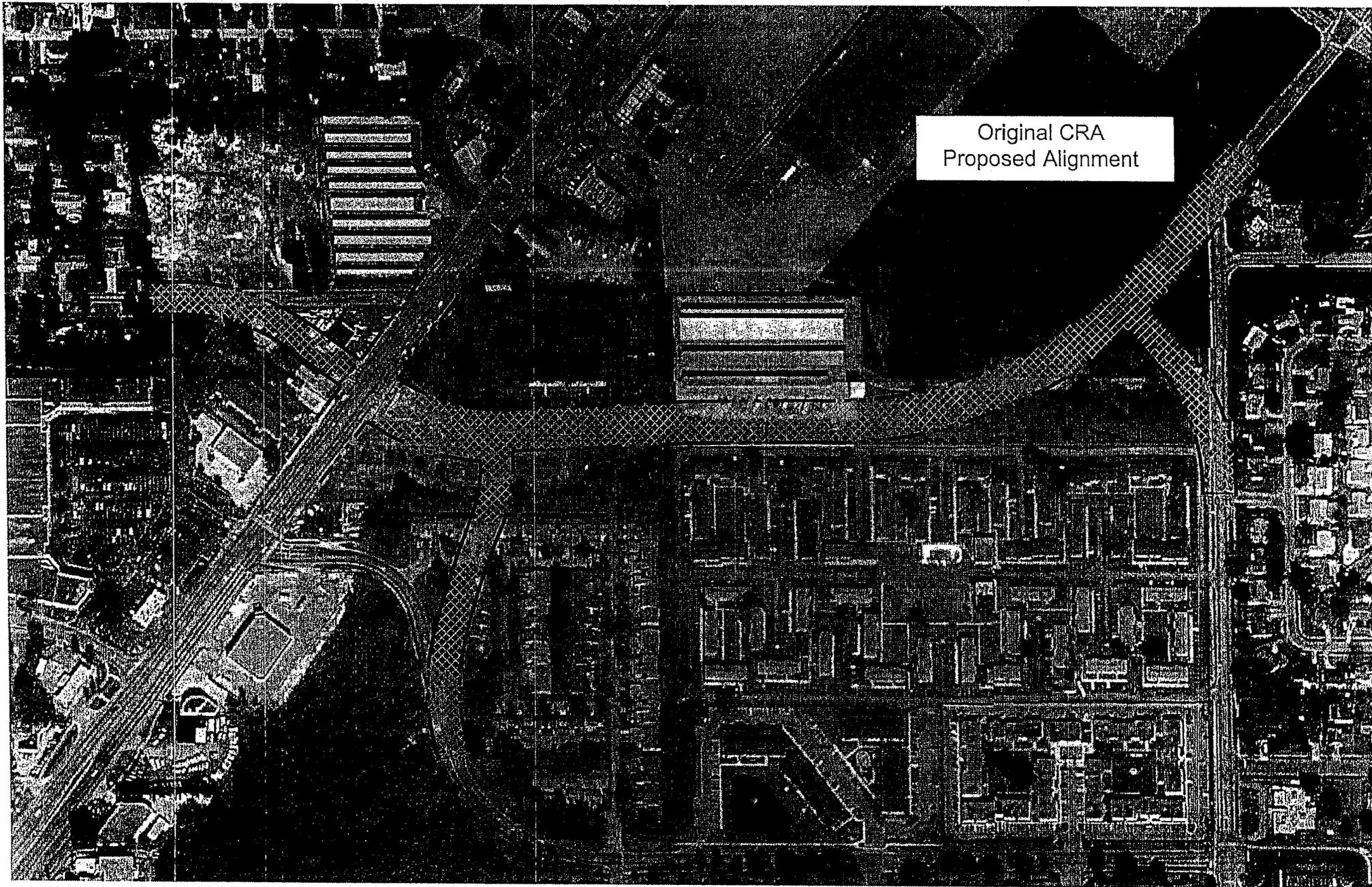
Alternative 2
Proposed Alignment





Alternative 3
Proposed Alignment

Original CRA
Proposed Alignment



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

PS NUMBER: PS-0676-06/DRR
 PS TITLE : New Oxford Road Preliminary Engineering and Final Design
 DATE: April 5, 2006 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Avcon, Inc 5555 E. Michigan St Orlando, FL 32822	CPH Engineers, Inc 500 West Fulton St Sanford, FL 32771	Earth Tech Consulting, Inc 30 S. Keller Rd; Ste 500 Orlando, FL 32810	Eisman & Russo, Inc 3700 34 th St, Ste 140 Orlando, FL 32805	GAI Consultants, Inc 618 E. South St Orlando, FL 32801
Rick Baldocchi, VP 407-599-1122 – Phone 407-599-1133 – Fax	Linda M. Gardner 407-322-6841 – Phone 407-330-0639 – Fax	Paul S. Newman, V.P. 407-660-1719 – Phone 407-660-0250 – Fax	Antonio J. Mahfoud, P.E., Pres 407-843-8788 – Phone 407-843-8718 – Fax	J.M."Rusty" Sievers, P.E., Sr V.P. 407-423-8398 – Phone 407-843-1070 – Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	
Ghyabi & Associates, Inc. 214 E. New York Ave DeLand, FL 32724	HDR Engineering, Inc. 315 E. Robinson St, Ste 400 Orlando, FL 32801	Lochrane Engineering, Inc 201 S. Bumby Ave Orlando, FL 32803	MACTEC Engineering and Consulting 4150 N. John Young Pkwy Orlando, FL 32804	
Maryam H. Ghyabi, Pres 386-469-0006 - Phone 386-469-0017 - Fax	Steven A. Keyes, P.E., VP 407-420-4200 – Phone 407-420-4242 - Fax	Thomas G. Lochrane, P.E., Pres 407-896-3317 – Phone 407-896-9167 - Fax	Todd D. Schmitt, P.E., VP 407-522-7570 – Phone 407-522-7576 - Fax	

Tabulated by D. Reed – Posted 4/6/2006 (9:30 A.M.)

Evaluation Committee Meeting: April 18, 2006, 9:30 AM. Lake Jesup Conference Room, 520 W. Lake Mary Blvd, Sanford, FL

Short-list: Earth Tech Consulting, Inc. 2:00 pm Criteria: Project Approach 60%
 Ghyabi & Associates, Inc 2:40 pm Innovative Ideas 20%
 Lochrane Engineering, Inc. 3:20 pm Qualifications of the Team 20%

Presentations Date: May 10, 2006, 2:00 PM. Lake Jesup Conference Room, 520 W. Lake Mary Blvd, Sanford, FL

Recommendation: Ghyabi & Associates, Inc.

BCC Date: June 13, 2006

PRESENTATION RANKING

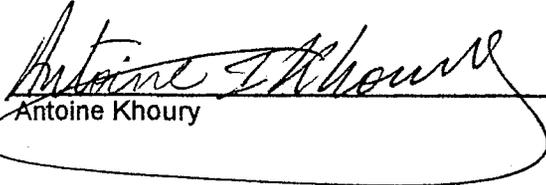
PS-0676-06/DRR- New Oxford Rd Preliminary Engineering and Final Design

	B. Blackadar	K. Fall	A. Khoury	J. McCollum	TOTAL POINTS	RANKING
EARTH TECH CONSULTING INC	1	3	1	3	8	2
GHYABI & ASSOCIATES INC	2	2	2	1	7	1
LOCHRANE ENGINEERING INC	3	1	3	2	9	3

The Evaluation Committee recommends award to Ghyabi & Associates, Inc.


Brett Blackadar


Kevin Fall


Antoine Khoury


Jerry McCollum

PRESENTATIONS

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: EARTH TECH CONSULTING, INC

QUALIFICATION COMMITTEE MEMBER: Antoine J. Kipury

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

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

good thorough approach to design
good alternatives

Score 85 51
(0-100)

Criteria: Innovative Ideas (20%)

New alignment

Score 90 18
(0-100)

Criteria: Qualifications of the Team (20%)

Very Good

Score 90 18
(0-100)

TOTAL SCORE (0-100 Points)

87

RANKING

1

PRESENTATIONS

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GHYABI & ASSOCIATES, INC

QUALIFICATION COMMITTEE MEMBER: Arthur J. Knorr

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

Farm out Drainage
4' lone Turf cut
8' SW

Score 85 51
(0-100)

Criteria: Innovative Ideas (20%)

pretty good

Score 85 17
(0-100)

Criteria: Qualifications of the Team (20%)

Score 85 17
(0-100)

TOTAL SCORE (0-100 Points)

85

RANKING

2

PRESENTATIONS

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: LOCHRANE ENGINEERING, INC.

QUALIFICATION COMMITTEE MEMBER: Antoine S. K. Kwan

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

Thorough Investigation
good analysis
Traffic coloring as part of design

Score 84 50.4
(0-100)

Criteria: Innovative Ideas (20%)

good ideas, expensive maybe
4 level

Score 84 16.8
(0-100)

Criteria: Qualifications of the Team (20%)

Score 84 16.8
(0-100)

TOTAL SCORE (0-100 Points)

84.0

RANKING

3

PRESENTATIONS

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: EARTH TECH CONSULTING, INC

QUALIFICATION COMMITTEE MEMBER: KEVIN PAUL

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

+ Community Orientation, pre work, Steve Bessner, graphics
 - Economics, pedestrian
 2 alternatives beyond lanes -

Score 50 83.3
(0-100)

Criteria: Innovative Ideas (20%)

+ Joint P3 and D -> City of Cass County Utility Plant Site, CRA ALTERNATIVE
 - CRA Alternative economics (DIDNT COMMENT ON ECONOMIC POTENTIAL/ ADVANTAGE OF THIS ALTERNATIVE)

Score 16 80
(0-100)

Criteria: Qualifications of the Team (20%)

+ Env, DRAINAGE, Pub Participation, LOCAL EXPERIENCE,
 - Economics

BB? state/fed # Qualifications
 JM? funding moments @ Citygo + new contracts
 BB? spoke of Rick Morrison - Iterating + workability must be proven now + future

Score 15 80
(0-100)

TOTAL SCORE (0-100 Points)

AK? who will benefit - Low's only so Low's is best economic ALTERNATIVE

RANKING

KK - Esbuttered w/ CRA Alternative

81
3

Paul
Steve
Mike
Walter

PRESENTATIONS

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GHYABI & ASSOCIATES, INC

QUALIFICATION COMMITTEE MEMBER: KEVIN FALL

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

~~+~~ GREAT EXCEPT FOR FIXATION ON LOWE'S MOVING FORWARD

- Not too Pedestrian Oriented
- No community info
- previous alignments had no economic benefit - Short Term DRIVEN BY Lo Cost

Score 50 83.3
(0-100)

Criteria: Innovative Ideas (20%)

~~+~~ DRAINAGE PANDS, LANDSWAPS, MITIGATION OPTORS, LAP FORMULA, PROSING PROJECT BEYOND LIMITS N TO SR436

- No Community/public participation

Score 17 85
(0-100)

Criteria: Qualifications of the Team (20%)

- Economic presenter didnt DEFEND ALIGNMENT WELL
- ~~+~~ NO public participation

- BB - if lowe goes away - this not; Big boxes to follow
- AK - design for driving
- KF - economic area served by alignment?

Score 16 80
(0-100)

TOTAL SCORE (0-100 Points)

83

RANKING

2

PRESENTATIONS

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: EARTH TECH CONSULTING, INC

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

Good comments on impacts to residents. Good discussion of Lane's signal possibilities. Great discussion on Lane's sound deal. Good final discussion. Good discussion about Lake Loop drainage basin retention issues. Good list of HMA in the study area. Good discussion about Stan Hissmer. Great communication analysis. Good utility list. Provide full schedule.

Score 90 54
(0-100)

Criteria: Innovative Ideas (20%)

Will produce accurate ROW estimates. Did traffic projections + state that a 4-lane section won't be needed. Proposed to us existing look at the Wood signal and how alternative. Did a detailed ROW analysis for this presentation. Promise to close existing Oxford connection. Be proactive w/ Stan!

Score 90 18
(0-100)

Criteria: Qualifications of the Team (20%)

PM worked w/ us before on SR 434. Firm did a good job on ELAB project.

Score 90 18
(0-100)

TOTAL SCORE (0-100 Points)

90

RANKING

1

PRESENTATIONS

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GHYABI & ASSOCIATES, INC

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

Made several contacts to utilities + local businesses. Good traffic discussion on road construction discussion. Good construction discussion. No anticipated permitting of the signal in the next 3-4 weeks. Good stormwater discussion.

Score 87 (0-100)

52

Criteria: Innovative Ideas (20%)

Did future traffic projections that justified a 4-lane road. Suggest 4-lane between Terminal Blvd + SR 436. Show 8' sidewalk on the into Kewanee road. Preserve Prairie Lake surroundings. Propose joint-use ponds. Propose potential LAP funding.

Score 90 (0-100)

18

Criteria: Qualifications of the Team (20%)

PM worked on a few County design projects. Firm has done some design projects in the County. Wainwright design support from Steve Shea - does he have road design experience.

Score 80 (0-100)

16

TOTAL SCORE (0-100 Points)

RANKING

2

86

PRESENTATIONS

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: **LOCHRANE ENGINEERING, INC.**

QUALIFICATION COMMITTEE MEMBER: Bret Blackada

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

*Very good economic analysis. Good traffic calming slide
 Very good final discussion, good LPAK supervision discussion.
 Good public involvement discussion. Good graphics. Good
 traffic discussion. Good Mitigation discussion. Good
 mitigation answers.*

Score 80
(0-100)

48

Criteria: Innovative Ideas (20%)

*Propose a roundabout to connect to existing Oxford Rd. Propose
 to look @ traffic calming. Propose New Oxford Rd
 advisory committee. Did a PSUTMS analysis that shows a
 T-bar roadway is needed. Roundabout in wetland. Permit included.
 Propose to minimize wetland impacts w/roundabout.*

Score 85
(0-100)

17

Criteria: Qualifications of the Team (20%)

*PM has experience on Sumner County projects. Traffic sub
 GMB has done a very good job on several of our projects.*

Score 80
(0-100)

16

TOTAL SCORE (0-100 Points)

RANKING

3

81

PRESENTATIONS

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: EARTH TECH CONSULTING, INC

QUALIFICATION COMMITTEE MEMBER: J. McCollum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

Very good
Covered
Detailed major issues

3 Line work (4' & 6' lanes)
ET Alt. Times
Lower access issues - Owner ships
close @ Oxford @ Lawrence
hole deep basin - mitigation
contamination issues
community involvement, utilities

Score 80
(0-100)

48.0

Criteria: Innovative Ideas (20%)

Mitigation issues (old water plant)
Good

Score 75
(0-100)

15.0

Criteria: Qualifications of the Team (20%)

L.D. as HNTB (former PM on 17/92 project)
C. Ebaugh (Appraisals)
Very Good solid firm

Very good

Score 80
(0-100)

16.0

TOTAL SCORE (0-100 Points)

RANKING

79.0
(3)

PRESENTATIONS

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GHYABI & ASSOCIATES, INC

QUALIFICATION COMMITTEE MEMBER: J. McCollin

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

Excellent

Extensive data collection done.
 All study done consistently using same
 model / metric 2010 - 7100 / Q2 found
 4 hrs typical 100'
 Need 4 ft. fill
 wetlands / util line
 very detailed on design
 continuation

* 51.0

Score 85
(0-100)

Criteria: Innovative Ideas (20%)

Very good (+)

Modelled traffic for laneage
 100' typical, 50 to 52 ft
 Passive park or canal body land, mitigation
 land swap issue

16.4

Score 82
(0-100)

Criteria: Qualifications of the Team (20%)

Very good (+)

Very good staff (with mobile former PER)
 Very good sub cover all aspects civil
 site cover drainage
 Fieldwork on team

16.4

Score 82
(0-100)

TOTAL SCORE (0-100 Points)

③ ownership

93.8

RANKING

④ 5.5 out of 10

①

PRESENTATIONS

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: LOCHRANE ENGINEERING, INC.

QUALIFICATION COMMITTEE MEMBER: John Collins

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (60%)

Very good

Stress streetscape
Traffic calming
Need more typical

Very good on redevelopment aspect
little general on engineering

48.0

Score 80
(0-100)

Criteria: Innovative Ideas (20%)

Very good

Traffic calming on residential road,
Emphasis on trail
Stress economic impact

Proposed Adv. committee / Tech. Committee

Covered redevelopment concepts very well

Very good

Score 82
(0-100)

16.4

Criteria: Qualifications of the Team (20%)

Very good

Have G/W assisting
Person for ROW
GMB (Traffic)

16.4

D. reinforced Lt. Turns,
mitigation - Blank Headed
L/Cut curbs

Score 82
(0-100)

TOTAL SCORE (0-100 Points)

80.8

RANKING

(2)

EVALUATION RANKINGS

PS-0676-06/DRR- New Oxford Rd Preliminary Engineering and Final Design

	B. Blackadar	K. Fall	A. Khoury	J. McCollum	TOTAL POINTS	RANKING
AVCON, INC	7	5	2	5	19	4
CPH ENGINEERS, INC	9	9	9	7	34	9
EARTH TECH CONSULTING INC	1	7	3	2	13	1
EISMAN & RUSSO INC	8	3	4	4	19	4
GAI CONSULTANTS INC	6	6	6	9	27	8
GHYABI & ASSOCIATES INC	3	2	8	1	14	2
HDR ENGINEERING INC	2	8	1	8	19	4
LOCHRANE ENGINEERING INC	4	1	7	3	15	3
MACTEC ENGINEERING & CONSULTING	5	4	5	6	20	7

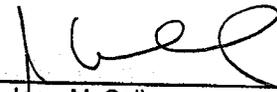
The Evaluation Committee agrees to short-list the top three ranked firms:

Earth Tech Consulting
 Ghyabi & Associates Inc
 Lochrane Engineering Inc


 Brett Blackadar


 Kevin Fall


 Antoine Khoury


 Jerry McCollum

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Avcon, Inc

QUALIFICATION COMMITTEE MEMBER: A. K Henry

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very Good addressed Most of the Issues

Score 88 35.2
(0-100)

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

Very Good

Score 88 17.6
(0-100)

Criteria: Similar Project Experience (20%)

Score 82 16.4
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

not too specific

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.

Score 100 5
(0-100)

TOTAL SCORE (0-100 Points)

85.45

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: CPH Engineers, Inc

QUALIFICATION COMMITTEE MEMBER: A. Henry

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

AVERAGE NOT TOO SPECIFIC

Score 70 28
(0-100)

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

Score 80 16
(0-100)

Criteria: Similar Project Experience (20%)

AVERAGE

Score 70 14
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Not too specific

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

74.25

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc

QUALIFICATION COMMITTEE MEMBER: A Khoury

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Detailed approach
Only Mining Economic Element

Score 86 34.4
(0-100)

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

Score 86 17.2
(0-100)

Criteria: Similar Project Experience (20%)

Score 86 17.2
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Not too specific

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

85.05

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc

QUALIFICATION COMMITTEE MEMBER: A Khoury

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Seem to have worked hard on it
Address all issues

Score 89 35.6
(0-100)

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

THE TEAM IS WELL ROUNDED

Score 85 17.0
(0-100)

Criteria: Similar Project Experience (20%)

NOT TOO SIMILAR
HIGHWAY PROJECTS

Score 89 16.0
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Not too detailed

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

84.85

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Archery

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

USUAL STUFF NOT TOO INNOVATIVE

Score 82 32.8
(0-100)

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

VERY GOOD

Score 85 17.0
(0-100)

Criteria: Similar Project Experience (20%)

Score 85 17.0
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

NOT TOO SPECIFIC

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

83.05

RANKING _____

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Ghyabi & Associates, Inc

QUALIFICATION COMMITTEE MEMBER: A. Chowry

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Not too detailed
Nothing unusual

Score 73 29.2
(0-100)

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

Good

Score 75 15.0
(0-100)

Criteria: Similar Project Experience (20%)

Good

Score 75 15.0
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Not specific

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

75.45

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: HDR Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: McHenry

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

detailed tasks
Not buy on economic impacts

Score 88 35.2
(0-100)

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

Very Good

Score 89 17.8
(0-100)

Criteria: Similar Project Experience (20%)

Very Good

Score 89 17.8
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

not specific

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.

Score 100 5
(0-100)
87.05

TOTAL SCORE (100 Points)

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: A. Choum

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Detailed proposal / very good

Score 86 34.4
(0-100)

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

Very good

Score 84 16.8
(0-100)

Criteria: Similar Project Experience (20%)

Too few or recent

Score 76 15.2
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

not specific

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

82.65

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: MACTEC Engineering and Consulting

QUALIFICATION COMMITTEE MEMBER: A. K. Hony

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Detailed approach

Score 88 35.2
(0-100)

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

very good

Score 86 17.2
(0-100)

Criteria: Similar Project Experience (20%)

Non Osceola

Score 80 16.0
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

NOT TOO SPECIFIC

Score 75 11.25
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

84.65

RANKING

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Avcon, Inc

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Good access management discussion. No discussion on Lewis or proposed signal. Good stormwater discussion.
Edible general discussion

Score 80 32
(0-100)

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

Team includes Laura Taylor for public involvement.
Similar team worked on our East Lake Brantley and Western Springs projects + did a great job. Also is doing traffic

Score 85 17
(0-100)

Criteria: Similar Project Experience (20%)

Have done a few similar PD+E type projects recently.
Drainage staff is limited. No re-alignment studies however.

Score 85 17
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Propose to use Synchro for intersection analysis. Propose small group meetings.

Score 80 12
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Orlando

Score 100 5
(0-100)

TOTAL SCORE (0-100 Points)

83

RANKING

7

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: CPH Engineers, Inc

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

General approach to project, no specifics

Score 60
(0-100)

24

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

Team seems to have limited experience w/ a project of this type.

Score 80
(0-100)

16

Criteria: Similar Project Experience (20%)

Team worked on our Colony Ave project.

Score 80
(0-100)

16

Criteria: Innovative and Cost Saving Ideas (15%)

None

Score 60
(0-100)

9

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Sanford

Score 100
(0-100)

5

TOTAL SCORE (100 Points)

70

RANKING

9

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Good overview of alternatives. Good discussion of Lewis impacts + the proposed signal. Very good drainage discussion. Good comment on Erosion

Score 85 34
(0-100)

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

PM has done projects w/ Seminole County in his previous role. Earthtech has done major design projects for the County

Score 85 17
(0-100)

Criteria: Similar Project Experience (20%)

They have a lot of final design experience. Preliminary study experience is not as clear.

Score 85 17
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Found a conflict w/ a cemetery for South St. re-alignment. Suggest better connectivity to Fern Park Blvd. Will do a detailed ROW analysis. Propose to have a pre-design mtg w/ SJRWMD

Score 90 13.5
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Orlando

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

86.5

RANKING

1

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc

QUALIFICATION COMMITTEE MEMBER: Bret Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Good background. Very good traffic analysis discussion. Good coordination discussion. Very good driveway + permitting discussion. Good environmental impact discussion.

30

Score 80
(0-100)

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

Proposed P.M. has been P.M. on two other Seminole County projects. GMB, Harlan and Clayton, Rogers, Marshall are good subconsultants. Drainage engineer does not have local experience.

Score 80
(0-100)

16

Criteria: Similar Project Experience (20%)

The firm has not done work in Seminole County as of yet. Their similar projects are design projects + not studies.

16

Score 80
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Discuss impacts to school + trail. Propose to do an economic development alternative for each alternative. Summer is the same as for the adjacent US 17-92 project.

Score 80
(0-100)

12

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.

Located in Orlando

Score 100
(0-100)

5

TOTAL SCORE (100 Points)

81

RANKING

8

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very good traffic ops / network discussion. Good permitting / coordination discussion. Good ROW impact analysis. Good public involvement discussion. General design discussion.

Score 85 34
(0-100)

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

GMB is proposed as traffic subconsultant. John Murphy is proposed for utility coordination.

Score 85 17
(0-100)

Criteria: Similar Project Experience (20%)

They have roadway design experience but limited PE experience.

Score 80 16
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Propose to use traffic modeling software from 17-92/438 study. Propose to create a weighted matrix for alternatives evaluation.

Score 80 12
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Orlando

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

84

RANKING

6

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Ghyabi & Associates, Inc

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Good background discussion. Good discussion of problems with wetland mitigation. Good typical section discussion. Very good analysis of ROW impacts. Very good wetland discussion.
Detailed drainage discussion. Very good geotech discussion.

Score 85 34
(0-100)

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

Project manager has worked on Sem. City design projects in the past. Propose Louis consultant CE as part of team.

Score 85 17
(0-100)

Criteria: Similar Project Experience (20%)

Company/PM has done some PE + one alignment study in Volusia County.

Score 85 17
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Identified Wetland behind Louis as a constraint. State FDOT has approved signal? - Discuss contamination potential. Propose to address SR 436 / Oxford Safety issues.
Propose detailed ROW analysis.

Score 85 12.75
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Deland

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

85.75

RANKING

3

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: HDR Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Good overview of alternatives, General project management discussion.
Good traffic discussion. Very good alignment discussion + Lewis impact.
Good analyses of ROW impacts. Good utility discussion.
General final design discussion

Score 85 34
(0-100)

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

Brian Flynn has done several minor projects for the County + Jack
Freeman has done several major projects. Property appraiser is
also working for attorney's office on CR 15. Larry Sellers is former PW director.
Proposed drainage engineer seems to have limited experience.

Score 90 18
(0-100)

Criteria: Similar Project Experience (20%)

They have done a few similar projects in neighboring
jurisdictions including a new alignment study in Flagler.

Score 85 17
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Through QA/QC system presented

Score 80
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Orlando

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

86

RANKING

2

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very good background + experience, at project + Local's status.
State that signal appears, like it will be approved. Very good
alignment discussion. Very good drainage + water capability discussion.
Very good pedestrian access comments. Good LTR comments.
Very good public involvement study.

Score 90 36
(0-100)

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

James C. Gattorn Jackson who did Firm, Party study, as the sub.
Also, GMB is on team. Proposed drainage engineer is only
an E.I.

Score 80 16
(0-100)

Criteria: Similar Project Experience (20%)

Have done major projects for Seminole County. It doesn't appear
that they have done similar alignment studies.

Score 75 15
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Propose to look for ways to reduce cut-thru traffic in the
residential areas, such as traffic calming. Good comment regarding
discussion w/ Cassberry on cut-thru traffic. Propose two committees
to be formed for public involvement.

Score 90 13.5
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Orlando

Score 100 5
(0-100)

TOTAL SCORE (100 Points)

85.5

RANKING

4

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: MACTEC Engineering and Consulting

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

General project discussion. Very good traffic operations discussion. Good public involvement discussion. Good typical section comments. Very good stormwater/drainage discussion

34

Score 85
(0-100)

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

GMB and Inwood are proposed subs. PM formerly worked @ FDOT. PM has not worked himself for Sem. City projects. Proposed drainage engineer seems to have limited

17

Score 90
(0-100)

18

Criteria: Similar Project Experience (20%)

They have not done any roadway projects for Seminole County. They have other similar project experience, but it is not in Central Florida.

16

Score 80
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

Propose to minimize wetland impacts with their stormwater management plan.

12

Score 80
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Located in Orlando

Score 100
(0-100)

5

TOTAL SCORE (100 Points)

85

RANKING

5

Evaluation

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Avcon, Inc

QUALIFICATION COMMITTEE MEMBER: [Signature]

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

- + seems confused to know property but adequately cover primary concerns
- "2" typical road
- no economic analysis, details on assessing community concern
- Pedestrian /

Score 70
(0-100)

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

- + ROADWAY / DESIGN DRAWINGS
- less than 10+ years in local for most, economic/land use
- LA

Score 60
(0-100)

Criteria: Similar Project Experience (20%)

- 4 km (access) local road w/ economic depression area; didn't correlate w/ past projects

Score 60
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

No NEW IDEAS

Score 50
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

TOTAL SCORE (0-100 Points)

350

RANKING

4.5

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: CPH Engineers, Inc

QUALIFICATION COMMITTEE MEMBER: [Signature]

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

+ all properties included but no emphasis on common land
- function ^{vs} access vs ^{vs} mobility vs ^{vs} ear der
- no public/community participation plan

Score 60
(0-100)

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

- lacking in public/community mtg; economics, and budget
+ utilities & drainage

Score 60
(0-100)

Criteria: Similar Project Experience (20%)

more to utility lines, less roadway

Score 60
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

NOTHING NEW AND OMITTED SOME PREVIOUS CONCEPTS

Score 50
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.

Score 100
(0-100)

TOTAL SCORE (100 Points)

330

RANKING

60.5

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc

QUALIFICATION COMMITTEE MEMBER: 

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

+ INCLUDED PRIMARY CONSIDERATIONS APPROACH - HOWEVER, STORMWATER ARE
+ ID CONTAMINANT POSSIBLE SITES OF PROUSTION APPROACH

Score 55
(0-100)

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

+ DESIGN ROADWAY, PERMITTING
? ROW,
- ECONOMICS, PUBLIC/COMMUNITY INVOLVEMENT

Score 60
(0-100)

Criteria: Similar Project Experience (20%)

+ SR 427, Red Hook

Score 70
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

+ INFILTRATION, NO REGULAR POND EMPLOYED OR PEDESTRIAN
+ OXFORD (N) TIE IN

Score 60
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.

Score 100
(0-100)

TOTAL SCORE (100 Points)

345

RANKING



Evaluation

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc

QUALIFICATION COMMITTEE MEMBER: K Ball

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

+ FRRF, Key issues, Public Participation, Coordinator, market, school, cost issues, pedestrian
? connect to 1792
- tie in along SR436 pl section? no pond

Score 75
(0-100)

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

+ Pub participation, economics, alternatives, none
?

Score 70
(0-100)

Criteria: Similar Project Experience (20%)

Not alot of "local" ad similar experience - i.e. -

Score 60
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

+ KNOWLEDGE OF URBAN PLAN - FAST COORDINATION
= No NEW IDEAS, No improvements of proposed plan

Score 60
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)
JAX HQ
local office
not included
responded

TOTAL SCORE (100 Points)

365

RANKING

70

Evaluation

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: [Signature]

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

+ interconnectivity, pedestrian/tramway, public info-planning,
- no ponds, drainage
? - economics - similarly situated projects?

Score 60
(0-100)

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

+ adequate w highway ? public info / economics

Score 65
(0-100)

Criteria: Similar Project Experience (20%)

- Lacking similar projects - function, scope + economics

Score 60
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

- No NEW IDEAS

Score 55
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

TOTAL SCORE (100 Points)

340

RANKING

67.25

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Ghyabi & Associates, Inc

QUALIFICATION COMMITTEE MEMBER: *[Signature]*

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

+ DOT, SJRWMD previous 21 visits
- Public Info
Signal approved @ Paria Lk ?

Score 70
(0-100)

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

+ highway design, economics, utilities, drainage, public improvements

Score 70
(0-100)

Criteria: Similar Project Experience (20%)

+ Local economic orientation

Score 70
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

+ Wetland approach, economics

Score 70
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

TOTAL SCORE (100 Points)

380

RANKING

71.5

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: HDR Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: K Fall

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

- Regional bond, establish "need" for project
+ connections,

Score 50
(0-100)

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

+ Adequate Human Resources
- Economics, pub participation

Score 65
(0-100)

Criteria: Similar Project Experience (20%)

41A + , Malheur closely related - economic slant

Score 70
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

No NEW IDEAS

Score 60
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.

Score 100
(0-100)

TOTAL SCORE (100 Points)

345

RANKING

61

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: K Fall

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

+ Utilities, drainage, Pedestrian, economics
+ local knowledge, direct previous experience.

Score 75
(0-100)

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

+ Highway, Landuse/economics, Pub Participation,

Score 75
(0-100)

Criteria: Similar Project Experience (20%)

+ 427, FPRF, Avon

Score 70
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

WETLANDS, Pedestrian, "NOBAC"

Score 70
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

TOTAL SCORE (100 Points)

390

RANKING

74.5

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: MACTEC Engineering and Consulting

QUALIFICATION COMMITTEE MEMBER: K Fell

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

+ Highway UTILITIES, DRAINAGE
- economics, public participation

Score 70
(0-100)

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

+ Function
- ~~Function~~ - Land Use / Economics

Score 65
(0-100)

Criteria: Similar Project Experience (20%)

- Interstate bridges - not too similar

Score 55
(0-100)

Criteria: Innovative and Cost Saving Ideas (15%)

No New IDEAS

Score 60
(0-100)

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

TOTAL SCORE (100 Points)

350

RANKING

60

Evaluation

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Avcon, Inc

QUALIFICATION COMMITTEE MEMBER: J. McCollum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Covered all aspects of project in general with some detail
Good (+)

Score 78
(0-100)

31.20

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

Very good staff

Score 80
(0-100)

16.0

Criteria: Similar Project Experience (20%)

Have done very good jobs on other County projects

Score 80
(0-100)

16.0

Criteria: Innovative and Cost Saving Ideas (15%)

Mentioned having right way appraiser on team
Good

Score 75
(0-100)

11.25

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (0-100 Points)

79.45

RANKING

5

Evaluation

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: CPH Engineers, Inc

QUALIFICATION COMMITTEE MEMBER: J. McCollum

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Covered most aspects in general manner

Score 75
(0-100)

30.0

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

Very good design

Score 80
(0-100)

16.0

Criteria: Similar Project Experience (20%)

Very good - Several County projects

Score 80
(0-100)

16.0

Criteria: Innovative and Cost Saving Ideas (15%)

Covered using right of way appraisals

Score 75
(0-100)

11.25

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (100 Points)

78.25

RANKING

7

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc

QUALIFICATION COMMITTEE MEMBER: J. McCollum

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Covered all aspects, many in detail
Very Good write up on cemetery issue.

Score 82
(0-100)

32.8

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

Very good

Score 80
(0-100)

16.0

Criteria: Similar Project Experience (20%)

Very good including County project

Score 80
(0-100)

16.0

Criteria: Innovative and Cost Saving Ideas (15%)

Mentioned right at appraisal on board
as part of firm

Score 75
(0-100)

11.25

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (100 Points)

81.05

RANKING

2

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc

QUALIFICATION COMMITTEE MEMBER: J. Mc Collum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very good and detailed on most aspects - Covered all elements

Score 82
(0-100) **32.8**

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

Good (++)

Score 78
(0-100) **15.6**

Criteria: Similar Project Experience (20%)

Good (++)

Score 78
(0-100) **15.6**

Criteria: Innovative and Cost Saving Ideas (15%)

Mentioned right off my approach

Score 75
(0-100) **11.25**

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100) **5.0**

TOTAL SCORE (100 Points)

80.25

RANKING

4

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: J McCollum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very good. Good (-)

Score 72
(0-100)

28.8

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

Good

Score 75
(0-100)

15.0

Criteria: Similar Project Experience (20%)

Good

Score 75
(0-100)

15.0

Criteria: Innovative and Cost Saving Ideas (15%)

Right way cost Good

Score 75
(0-100)

11.25

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (100 Points)

75.05

RANKING

9

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Ghyabi & Associates, Inc

QUALIFICATION COMMITTEE MEMBER: J. McCollum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very detailed on all major issues.
Shows excellent understanding of
issues
Excellent

Score 86
(0-100)

34.4

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

Very good

Score 80
(0-100)

16.0

Criteria: Similar Project Experience (20%)

Very good on past experience

Score 82
(0-100)

16.4

Criteria: Innovative and Cost Saving Ideas (15%)

Very good on right of way and
design issues

Score 78
(0-100)

11.70

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (100 Points)

83.50

RANKING

1

Evaluation

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: HDR Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: J. McCallum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very good covered most aspects in
general sense

Score 76
(0-100)

30.4

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

Very good

Score 80
(0-100)

16.0

Criteria: Similar Project Experience (20%)

Very good

Score 80
(0-100)

16.0

Criteria: Innovative and Cost Saving Ideas (15%)

Addressed in general
Good (-)

Score 72
(0-100)

10.80

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (100 Points)

78.2

RANKING

8

Evaluation

PS-0676-06/DRR – New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: J. McCollum

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Very detailed on many key aspects

Score 82
(0-100)

32.8

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

Very good

Score 80
(0-100)

16.0

Criteria: Similar Project Experience (20%)

Good on past Co. projects

Score 75
(0-100)

15.0

Criteria: Innovative and Cost Saving Ideas (15%)

Right way as well as development aspects

Score 78
(0-100)

11.7

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (100 Points)

80.5

RANKING

3

Evaluation

PS-0676-06/DRR - New Oxford Road Preliminary Engineering and Final Design

SUBMITTAL COMPANY NAME: MACTEC Engineering and Consulting

QUALIFICATION COMMITTEE MEMBER: J. McCall

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Covered all aspects same in general

Score 78
(0-100)

31.2

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

Very good

Score 80
(0-100)

16.0

Criteria: Similar Project Experience (20%)

Good (++)

Score 78
(0-100)

15.6

Criteria: Innovative and Cost Saving Ideas (15%)

Addressed very general

Score 72
(0-100)

10.80

Criteria: Location of the Firm (5%) [Firms located within Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties will receive 5pts for location. Firms located within the state of Florida will receive 2 pts.]

Score 100
(0-100)

5.0

TOTAL SCORE (100 Points)

78.6

RANKING

6

**ENGINEERING SERVICES AGREEMENT (PS-0676-06/DRR)
NEW OXFORD ROAD PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **GHYABI & ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 214 E. New York Avenue, Deland, Florida 32724, hereinafter called the "ENGINEER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified engineer to provide preliminary engineering and final design of the New Oxford Road Project in Seminole County; and

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

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

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

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

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of five (5) years from the effective date of this Agreement and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the ENGINEER for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then ENGINEER shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis", then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee Basis". The ENGINEER shall perform all work required by the Work Order

but, in no event, shall the ENGINEER be paid more than the negotiated Fixed Fee amount stated therein.

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

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

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

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

"Time Basis Method" with a Not-to-Exceed amount.

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

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

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

The original invoice and one (1) copy shall be sent to:

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

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

(d) The ENGINEER agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the ENGINEER's office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF THE ENGINEER.

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

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of

written instrument or document that may result from the ENGINEER'S services or have been created during the course of the ENGINEER'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the ENGINEER.

SECTION 11. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of the ENGINEER to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the ENGINEER shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ENGINEER shall

not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ENGINEER; provided, however, that the ENGINEER shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the ENGINEER.

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

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

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

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The ENGINEER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 15. CONFLICT OF INTEREST.

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

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

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

Agreement.

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

SECTION 17. SUBCONTRACTORS. In the event that the ENGINEER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the ENGINEER must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, ENGINEER shall remain fully responsible for the services of subcontractors or other professional associates.

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

SECTION 19. INSURANCE.

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

(1) The ENGINEER shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be

named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the ENGINEER, the ENGINEER shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the ENGINEER shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

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

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

ments:

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

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

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

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

the ENGINEER and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

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

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

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

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

(d) COVERAGE. The insurance provided by ENGINEER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the ENGINEER.

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

is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

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

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

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE ENGINEER.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the ENGINEER, shall designate in writing and shall advise the

ENGINEER in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

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

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

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the ENGINEER (including its officers,

employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The ENGINEER is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

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

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

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

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

For COUNTY:

Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

For ENGINEER:

Ghaybi & Associates, Inc.
214 E. New York Avenue
Deland, Florida 32724

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

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

ATTEST:

GHAYBI & ASSOCIATES, INC.

Secretary

By: _____
MARYAM H. GHYABI, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
5/18/06
ps-0676

3 Attachments:

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

EXHIBIT "A"

New Oxford Rd Oxford Rd to US 17-92 Preliminary Engineering and Final Design

OBJECTIVE:

The alignment for New Oxford Rd was originally proposed in the Fern Park Redevelopment Framework study prepared by Glatting Jackson in April 2004. The purpose of the roadway is to provide economic redevelopment opportunities in this area and to provide transportation network relief when the future interchange at US 17-92 and SR 436 is completed. Authorization to move forward with the Preliminary Engineering study was granted at the 1/24/06 BCC Meeting. Copies of the BCC memorandum and conceptual alternatives are attached.

This project will be split into three phases: Phase I – Preliminary Engineering, Phase II Final Design and Phase III Post Design Services. The purpose of Phase I will be to analyze various corridor alternatives for the proposed New Oxford Rd and to recommend a preferred alternative. The purpose of Phase II will be to prepare construction plans based on the recommendations in Phase I. The purpose of Phase III will be to provide post design services. The following list of services outlines the tasks associated with each phase.

Phase I

1. Prepare a Preliminary Engineering Technical Memorandum within 270 days from Notice to Proceed that includes recommendations regarding the most appropriate and cost effective alignments for the proposed roadway.
2. Determine and analyze various corridor alternatives for the proposed roadway. This should include roadway design analysis, traffic operations analysis, stormwater management analysis and other appropriate issues.
3. Prepare typical roadway sections for each alternative.
4. Analyze pedestrian access issues for the proposed alternatives.
5. Analyze impacts and connectivity to the Lynx bus system for the proposed alternatives.
6. Prepare an economic development analysis for each alternative.
7. Prepare a right-of-way cost analysis for the required property acquisition for each alternative using a certified appraiser.
8. For each alternative, prepare drawings based upon aerial photography using topographic information and similar data. Show pavement, signing and marking and

stormwater management. These drawings shall include sufficient detail to indicate if a final engineering plan is feasible and meets County's objectives. The drawings shall be submitted as part of the Preliminary Report.

9. Conduct a pre-application conference with the SJRWMD.
10. Provide detailed cost estimates for right-of-way acquisition and construction for each proposed alternative showing quantity breakdowns of all items.
11. Present the findings to the community at two public meetings and present a summary of the study and the recommended alternative at a BCC Public Hearing. Meet with various small groups as needed during the duration of the study.
12. Perform the required tasks to amend the 2nd Generation Sales Tax Project Exhibit in order to move forward into the Final Design phase.

Phase II

Prepare final construction plans and all needed documentation to assist the county in bidding the construction of the recommended improvements including all environmental permitting that is required.

Phase III

Provide post design services.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No: _____

Dated: _____

Contract Title:

Project Title:

Consultant:

Address:

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

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

TIME FOR COMPLETION:

Work Order Amount:

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

(CORPORATE SEAL)

By: _____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Seminole County Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

WORK ORDER TERMS AND CONDITIONS

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

EXHIBIT C

RATE SCHEDULE

EXHIBIT (D)

Truth in Negotiations Certificate

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)