

## **PROFESSIONAL SERVICES**

- 27. Approve Ranking List; Authorize Negotiations and Award PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project to TEK Science and Engineering, Inc. of Winter Park. (Estimated at \$250,000.00 per year)**

PS-0709-06/BLH will provide professional engineering services for an Engineering Study and Design for Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project.

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

- Bowyer-Singleton & Associates, Inc., Orlando, FL
- Carter & Burgess, Inc., Orlando, FL
- Dyer, Riddle, Mills & Precourt, Inc., Orlando, FL
- TEK Science and Engineering, Inc., Winter Park, FL

The Evaluation Committee, which consisted of Mark Flomerfelt, P.E., (Principal Engineer- Public Works); Robert Walter, P.E., (Principal Engineer- Public Works); and Roland Raymundo, P.E., (Principal Engineer- Public Works) evaluated the submittals and short-listed three firms.

The Evaluation Committee interviewed the following three short-listed firms:

- Bowyer-Singleton & Associates, Inc., Orlando, FL
- Carter & Burgess, Inc.
- TEK Science and Engineering, Inc.

Consideration was given to the following criteria:

- Recent regional basin analysis projects
- Water Quality Experience
- Modeling Experience
- Approach to the public information process

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. TEK Science and Engineering, Inc.
2. Bowyer-Singleton & Associates, Inc., Orlando, FL
3. Carter & Burgess, Inc.

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 (account number 077641.560680 sub-ledger 209113) and shall be negotiated on an as-needed basis for the project. The contract is for a five year base period with two one-year options. The estimated contract value is \$250,000.00 per year.

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

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

BID NUMBER: PS-0709-06/BLH

BID TITLE : Howell Creek Basin/Red Bug Lake Road  
Regional Stormwater Facility Project

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.

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

Response #1	Response #2	Response #3	Response #4
Bowyer-Singleton & Associates, Inc. 520 N. Magnolia Avenue Orlando, FL 32801 Kevin E. Knudsen, P.E. Vice President Ph. 407 843-5120 Fx. 407 481-2841	Carter & Burgess, Inc. 1000 Legion Place, Suite #1400 Orlando, FL 32801-1041 James E. Myers, P.E. Public Works Unit Manager Ph. 407 514-1400 Fx. 407 514-1499	Dyer, Riddle, Mills & Precourt, Inc. 1505 East Colonial Drive Orlando, FL 32803 V. Eugene Williford Vice President Ph. 407 896-0594 Fx. 407 896-4836	TEK Science and Engineering, Inc. 3006 Moss Valley Place Winter Park, FL 32792 Jeff Earhart Vice President Ph. 407 677-1012 Fx. 407 677-1012

Tabulated by: **B. Hunter, Contracts Analyst**  
Posted April 5, 2006

Evaluation Committee Meeting: **April 28, 2006 at 09:00 AM Eastern**  
Small Conference Room at Reflections, 500 W. Lake Mary Blvd., Sanford, Florida

Presentations: **May 12, 2006 at 09:00 AM Eastern**  
Conference Room #239 at Reflections, 400 W. Lake Mary Blvd., Sanford, Florida

Short-listed Firms:  
**Bowyer-Singleton & Associates, Inc. 09:00 am**  
**Carter & Burgess, Inc. 09:30 am**  
**TEK Science and Engineering, Inc. 10:00 am**

Recommendation: **TEK Science and Engineering, Inc.**

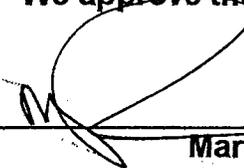
To BCC for Award: **June 13, 2006**

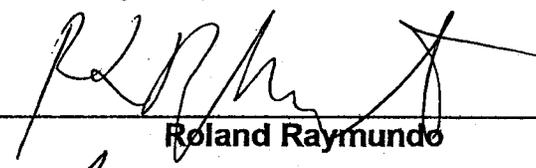
**PRESENTATIONS/INTERVIEWS**  
**PS-0709-06/BLH**  
**Howell Creek Basin/Red Bug Lake Road**  
**Regional Stormwater Facility Project**

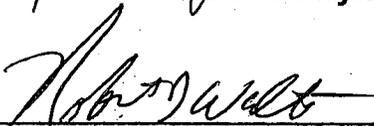
**DATE**      5/12/2006      **TIME**      9:00 AM

	Mark Flomerfelt	Roland Raymundo	Robert Walter	TOTAL	RANK
Bowyer-Singleton & Associates, Inc.	2	3	2	7	2
Carter & Burgess, Inc.	3	2	3	8	3
TEK Science and Engineering, Inc.	1	1	1	3	1

**We approve the above stated ranking:**

  
\_\_\_\_\_  
**Mark Flomerfelt**

  
\_\_\_\_\_  
**Roland Raymundo**

  
\_\_\_\_\_  
**Robert Walter**

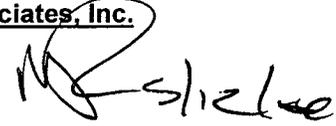
PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME:

Bowyer Singleton & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER:

Mark Flomerfelt, P.E.



EVALUATION CONSIDERATIONS

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

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

RECENT PROJECTS

(25%)

- Recent regional basin analysis projects with start and completion times

Beon Lake Project very well  
Reviewed by Public

Score 20  
(0-25%)

WATER QUALITY EXPERIENCE

(25%)

Good W.Q. Experience w/  
sewer

Score 18  
(0-25%)

MODELING EXPERIENCE

(25%)

Detailed Modeler Experience

Score 20  
(0-25%)

PUBLIC INFORMATION PROCESS

(15%)

- Approach

Good Public Info  
Packable

Score 12  
(0-15%)

PRESENTATION

(10%)

Good Review of Available  
Info Detailed Research of  
Impacts

Score 10  
(0-10%)

Ranking 2

Total Score (0-100%) 80

PS-0709-06/BLH -- Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME: Carter & Burgess, Inc.

QUALIFICATION COMMITTEE MEMBER: Mark Flomerfelt, P.E.

*Handwritten signature and initials: M Flomerfelt*

**EVALUATION CONSIDERATIONS**

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

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

**RECENT PROJECTS (25%)**

- Recent regional basin analysis projects with start and completion times

FOR KATHY SEVEN PROJECTS  
IN LOCAL AREA  
ORLANDO AREA SR436  
JO. I. REGIONAL POND

Score 13  
(0-25%)

**WATER QUALITY EXPERIENCE (25%)**

DID WORK ON I-75 w/ DR HARKER  
LEE CO.

Score 19  
(0-25%)

**MODELING EXPERIENCE (25%)**

FOR KATHY HAVE 12-15 YRS

Score 18  
(0-25%)

**PUBLIC INFORMATION PROCESS (15%)**

- Approach

GOOD PUBLIC INFO APPROACH

Score 12  
(0-15%)

**PRESENTATION (10%)**

GOOD PRESENTATION

Score 10  
(0-10%)

Ranking 3

Total Score (0-100%) 77

PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME: TEK Science and Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Mark Flomerfelt, P.E.

*MSL 12/06*

EVALUATION CONSIDERATIONS

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

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

RECENT PROJECTS (25%)

- Recent regional basin analysis projects with start and completion times

EXTENSIVE LIST OF PROJECTS

Score 22  
(0-25%)

WATER QUALITY EXPERIENCE (25%)

SHE HAS EXPERIENCE

Score 23  
(0-25%)

MODELING EXPERIENCE (25%)

EXTENSIVE MODELING EXPERIENCE

Score 21  
(0-25%)

PUBLIC INFORMATION PROCESS (15%)

- Approach

SHE HAS EXTENSIVE EXPERIENCE BY HAS PID I-4

Score 14  
(0-15%)

PRESENTATION (10%)

GOOD PRESENTATION AND DETAIL

Score 9  
(0-10%)

Ranking 1

Total Score (0-100%) 89

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** Bowyer Singleton & Associates, Inc.

**QUALIFICATION COMMITTEE MEMBER:** Robert Walter, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**RECENT PROJECTS** (25%)

- Recent regional basin analysis projects with start and completion times  
Bear Lake Drainage Project, Okanogan Airports - other projects

Score 25  
(0-25%)

**WATER QUALITY EXPERIENCE** (25%)

- talked about Pollutant Load analysis - not too much experience in other projects. - using consultant for W.Q.

Score 20  
(0-25%)

**MODELING EXPERIENCE** (25%)

- Knowledge of HSPF & Hec - know need to use model

Score 25  
(0-25%)

**PUBLIC INFORMATION PROCESS** (15%)

- Approach  
meet w/ Homeowners groups - newsletters

Score 15  
(0-15%)

**PRESENTATION** (10%)

- understand scope - good research  
Conducted projects in area - Fiyover.

Score 10  
(0-10%)

Ranking 2

Total Score (0-100%) 95

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** Carter & Burgess, Inc.

**QUALIFICATION COMMITTEE MEMBER:** Robert Walter, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**RECENT PROJECTS** (25%)

- Recent regional basin analysis projects with start and completion times

• Kimberly Lake  
• SR 4310 Regional Ponds  
• Trinity River

Score 25  
(0-25%)

**WATER QUALITY EXPERIENCE** (25%)

talked around it.

Score 15  
(0-25%)

**MODELING EXPERIENCE** (25%)

Knowledge of ITR-6 is -

Score 25  
(0-25%)

**PUBLIC INFORMATION PROCESS** (15%)

- Approach thoughts about newsletter meeting

Score 10  
(0-15%)

**PRESENTATION** (10%)

good presentation understanding the project

Score 10  
(0-10%)

Ranking 9

Total Score (0-100%) 85

PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME: TEK Science and Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Robert Walter, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**RECENT PROJECTS** (25%)

- Recent regional basin analysis projects with start and completion times

Many Basin projects - Lower Basin  
Low Street

Score 25  
(0-25%)

**WATER QUALITY EXPERIENCE** (25%)

LAKE PLAIN - Greenway Urban park  
Used Ceme SIMS presante

Score 22  
(0-25%)

**MODELING EXPERIENCE** (25%)

Howell Creek Basin  
Crystal River  
Checkin Wacht

Score 25  
(0-25%)

**PUBLIC INFORMATION PROCESS** (15%)

- Approach

Site has been P10 for DOT for 3 years - knows  
what to do - Boards - website HOAs or friends

Score 15  
(0-15%)

**PRESENTATION** (10%)

Person had a lot of information  
Concerned about the team setup

Score 10  
(0-10%)

Ranking 1

Total Score (0-100%) 97

PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME: Bowyer Singleton & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Roland Raymundo, P.E.

EVALUATION CONSIDERATIONS

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

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  - Excellent, Very Good, Solid in all respects.
  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

RECENT PROJECTS (25%)

- Recent regional basin analysis projects with start and completion times

Good & fully acceptable

Score 10  
(0-25%)

WATER QUALITY EXPERIENCE (25%)

Good - points out good projects done before

Score 10  
(0-25%)

MODELING EXPERIENCE (25%)

pear lake w/ Sem. Co. 'good' project

Score 10  
(0-25%)

PUBLIC INFORMATION PROCESS (15%)

- Approach

Bear lake newsletter good idea

Score 10  
(0-15%)

PRESENTATION (10%)

Outstanding

Score 10  
(0-10%)

Ranking 3

Total Score (0-100%) 58

PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME: Carter & Burgess, Inc.

QUALIFICATION COMMITTEE MEMBER: Roland Raymundo, P.E.

EVALUATION CONSIDERATIONS

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

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

RECENT PROJECTS (25%)

- Recent regional basin analysis projects with start and completion times

~~Very Good~~ Very Good - some

Score 15  
(0-25%)

WATER QUALITY EXPERIENCE (25%)

Good - painted project completed w/ Harvey ft

Score 10  
(0-25%)

MODELING EXPERIENCE (25%)

Excellent - good exp. proj.

Score 20  
(0-25%)

PUBLIC INFORMATION PROCESS (15%)

- Approach Good. approach is average

Score 8  
(0-15%)

PRESENTATION (10%)

Good. Sum of hear basic info needed for the project

Score 5  
(0-10%)

Ranking 2

Total Score (0-100%) 58

PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME: TEK Science and Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Roland Raymundo, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**RECENT PROJECTS** (25%)

- Recent regional basin analysis projects with start and completion times

Excellent proj exp. Completed  
\_\_\_\_\_  
\_\_\_\_\_  
Score 20  
(0-25%)

**WATER QUALITY EXPERIENCE** (25%)

Good & plenty of exp. for similar proj.  
\_\_\_\_\_  
\_\_\_\_\_  
Score 20  
(0-25%)

**MODELING EXPERIENCE** (25%)

Excellent past experience  
\_\_\_\_\_  
\_\_\_\_\_  
Score 15  
(0-25%)

**PUBLIC INFORMATION PROCESS** (15%)

- Approach

good approach using email/web site  
\_\_\_\_\_  
\_\_\_\_\_  
Score 10  
(0-15%)

**PRESENTATION** (10%)

Excellent - printed bid pts.  
\_\_\_\_\_  
\_\_\_\_\_  
Score 8  
(0-10%)

Ranking 1

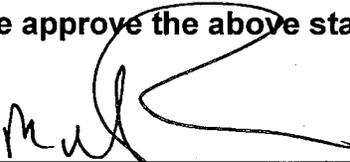
Total Score (0-100%) 73

**EVALUATION RANKINGS**  
**PS-0709-06/BLH**  
**Howell Creek Basin/Red Bug Lake Road**  
**Regional Stormwater Facility Project**

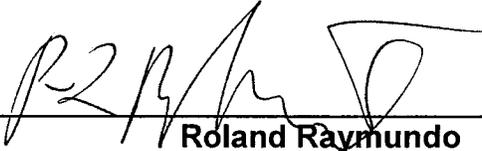
DATE            4/28/2006            TIME            9:00 AM

	Mark Flomerfelt	Roland Raymundo	Robert Walter	RANKING
Bowyer-Singleton & Associates, Inc.	2 .	4 .	2 .	3
Carter & Burgess, Inc.	1 .	3 .	1 .	1
Dyer, Riddle, Mills & Precourt, Inc.	4 .	2 .	4 .	4
TEK Science and Engineering, Inc.	3 .	1 .	3 .	2

We approve the above stated ranking:



\_\_\_\_\_  
Mark Flomerfelt



\_\_\_\_\_  
Roland Raymundo



\_\_\_\_\_  
Robert Walter

PS-0709-06/BLH - Howell Creek Basin/Red Bug Lake Road

Mark Flomerfelt

SCORE

RANKING

**Bowyer-Singleton & Associates, Inc.** 25%  
 Qualifications 25%  
 Experiences 30%  
 Methodology 10%  
 Ability to Perform 10%  
 Other 100%  
 TOTAL SCORE (out of 100%)

19
20
18
9
5
71

2

**Carter & Burgess, Inc.** 25%  
 Qualifications 25%  
 Experiences 30%  
 Methodology 10%  
 Ability to Perform 10%  
 Other 100%  
 TOTAL SCORE (out of 100%)

SCORE

21
20
20
9
8
78

1

**Dyer, Riddle, Mills & Precourt, Inc.** 25%  
 Qualifications 25%  
 Experiences 30%  
 Methodology 10%  
 Ability to Perform 10%  
 Other 100%  
 TOTAL SCORE (out of 100%)

SCORE

18
18
14
9
5
64

4

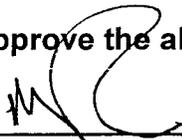
**TEK Science and Engineering, Inc.** 25%  
 Qualifications 25%  
 Experiences 30%  
 Methodology 10%  
 Ability to Perform 10%  
 Other 100%  
 TOTAL SCORE (out of 100%)

SCORE

17
18
17
9
5
66

3

I approve the above stated ranking:

 4/28/06

Mark Flomerfelt

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** Bowyer Singleton & Associates, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Mark Flomerfelt, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25)

- (10) Qualifications of firm & sub-consultants 8  
 (10) Individuals' educational background and training 7  
 (5) Company resources applicable to the project (depth of staff) 4

well qualified for Roadway Related work, erosion survey & Backflow  
 Score 19  
 (0-25)

**EXPERIENCES** (25)

- (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
 (5) References

good reference for previous projects from S&A  
 Score 20  
 (0-25)

**METHODOLOGY** (30)

- 10 (15) Project approach  
 8 (15) Innovative concepts

Limited write up for innovative project approach  
 Score 18  
 (0-30)

**ABILITY TO PERFORM** (10)

- (5) Location of firm (5)  
 (5) Workload of key project staff 4

Score 9  
 (0-10)

**OTHER** (10) (5)

- (10) Public Involvement/presentations plan, action

Limited info presented  
 Score 5  
 (0-10)

Ranking 2

Total Score (0-100) \_\_\_\_\_

71

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** Carter & Burgess, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Mark Flomerfelt, P.E.

**EVALUATION CONSIDERATIONS**

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

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  - Good, No major weaknesses, Fully Acceptable as is
  - Marginal, Weak, Workable but needs clarifications
  - Unacceptable, Needs major help to be acceptable
- \*Describe strengths, weaknesses and deficiencies to support your assessment.**

**QUALIFICATIONS** (25)

- (10) 8 Qualifications of firm & sub-consultants  
 (10) 9 Individuals' educational background and training  
 (5) 4 Company resources applicable to the project (depth of staff)

PROJECT TEAM CAPABLE OF PROJECT

Score 21  
(0-25)

**EXPERIENCES** (25)

- (20) 16 Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
 (5) 4 References

GOOD REFERENCE CHECK  
SIMILAR WORK FROM SEVERAL REFERENCES

Score 20  
(0-25)

**METHODOLOGY** (30)

- (15) 10 Project approach  
 (15) 10 Innovative concepts

PROJECT APPROACH GOOD

Score 20  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) 5 Location of firm  
 (5) 4 Workload of key project staff

Score 9  
(0-10)

**OTHER** (10)

- (10) 8 Public Involvement/presentations plan, action

QUALIFIED PID STAFF

Score 8  
(0-10)

Ranking 1

Total Score (0-100) 78

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** DRMP  
**QUALIFICATION COMMITTEE MEMBER:** Mark Flomerfelt, P.E.

**EVALUATION CONSIDERATIONS**

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

**QUALIFICATIONS** (25)

- (10) 7 Qualifications of firm & sub-consultants  
 (10) 7 Individuals' educational background and training  
 (5) 4 Company resources applicable to the project (depth of staff)

Well Qualified for General Project

Score 18  
(0-25)

**EXPERIENCES** (25)

- (20) 14 Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
 (5) 4 References

Prior work in AREA

Score 18  
(0-25)

**METHODOLOGY** (30)

- (15) 9 Project approach  
 (15) 5 Innovative concepts

Limited Discussion of BENEFIT USES of SW Facility

Score 14  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) 5 Location of firm  
 (5) 4 Workload of key project staff

\_\_\_\_\_

Score 9  
(0-10)

**OTHER** (10)

- (10) 5 Public Involvement/presentations plan, action

Limited info

Score 5  
(0-10)

Ranking 4

Total Score (0-100) \_\_\_\_\_ 64

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** TEK Science and Engineering, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Mark Flomerfelt, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25)

- (10) 7 Qualifications of firm & sub-consultants  
 (10) 7 Individuals' educational background and training  
 (5) 3 Company resources applicable to the project (depth of staff)

Score 17  
(0-25)

**EXPERIENCES** (25)

- (20) 15 Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects) SIMILAR WORK OF STAFF w/  
 (5) 3 References PREVIOUS EMPLOYERS  
REFERENCE CHECK WAS GOOD

Score 18  
(0-25)

**METHODOLOGY** (30)

- (15) 8 Project approach  
 (15) 9 Innovative concepts  
GENERAL CONCEPT, LIMITED DISCUSSION  
OF TMDL IMPAIRED WATER - LK HOWELL

Score 17  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) 5 Location of firm  
 (5) 4 Workload of key project staff

Score 9  
(0-10)

**OTHER** (10)

- (10) 5 Public Involvement/presentations plan, action  
LIMITED INFO PRESENTED

Score 5  
(0-10)

Ranking 3

Total Score (0-100) 66

PS-0709-06/BLH - Howell Creek Basin/Red Bug Lake Road

Robert Walter

**Bowyer-Singleton & Associates, Inc.**

Qualifications  
Experiences  
Methodology  
Ability to Perform  
Other

25%  
25%  
30%  
10%  
10%  
100%

SCORE

15
20
20
10
10
75

RANKING

2

TOTAL SCORE (out of 100%)

**Carter & Burgess, Inc.**

Qualifications  
Experiences  
Methodology  
Ability to Perform  
Other

25%  
25%  
30%  
10%  
10%  
100%

SCORE

20
20
20
10
10
80

1

TOTAL SCORE (out of 100%)

**Dyer, Riddle, Mills & Precourt, Inc.**

Qualifications  
Experiences  
Methodology  
Ability to Perform  
Other

25%  
25%  
30%  
10%  
10%  
100%

SCORE

10
15
15
10
10
60

4

TOTAL SCORE (out of 100%)

**TEK Science and Engineering, Inc.**

Qualifications  
Experiences  
Methodology  
Ability to Perform  
Other

25%  
25%  
30%  
10%  
10%  
100%

SCORE

15
10
20
10
7
62

3

TOTAL SCORE (out of 100%)

I approve the above stated ranking:

  
Robert Walter

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** Bowyer Singleton & Associates, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Robert Walter, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25)

- (10) Qualifications of firm & sub-consultants — *stay but mostly roads*  
(10) Individuals' educational background and training — *ok*  
(5) Company resources applicable to the project (depth of staff)  
*Modest*

Score 15  
(0-25)

**EXPERIENCES** (25)

- (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
(5) References

*mostly road projects - not RSE*

Score 20  
(0-25)

**METHODOLOGY** (30)

- (15) Project approach  
(15) Innovative concepts

*nothing extra sketched in  
pollutant load analysis*

Score 20  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) Location of firm *ORlando*  
(5) Workload of key project staff *? Statement - wrong project.*

Score 10  
(0-10)

**OTHER** (10)

- (10) Public Involvement/presentations plan, action

*addressed it, but "anned" response -*

Score 10  
(0-10)

Ranking \_\_\_\_\_

Total Score (0-100) 75

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** Carter & Burgess, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Robert Walter, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25) ✓

- (10) Qualifications of firm & sub-consultants ✓  
(10) Individuals' educational background and training ✓  
(5) Company resources applicable to the project (depth of staff) ✓

NO POLLUTANT LOAD ANALYSIS

Score 20  
(0-25)

**EXPERIENCES** (25)

- (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
(5) References some but not water quality

Score 20  
(0-25)

**METHODOLOGY** (30)

- (15) Project approach  
(15) Innovative concepts  
don't see pollutant load analysis

Score 20  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) Location of firm  
(5) Workload of key project staff ✓ OK

Score 10  
(0-10)

**OTHER** (10)

- (10) Public Involvement/presentations plan, action  
attempt to get "Buy-in" from LAKE H regional

Score 10  
(0-10)

Ranking \_\_\_\_\_

Total Score (0-100) 80

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** DRMP  
**QUALIFICATION COMMITTEE MEMBER:** Robert Walter, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25)

- (10) Qualifications of firm & sub-consultants  
 (10) Individuals' educational background and training  
 (5) Company resources applicable to the project (depth of staff)

CHRISTIAN IS NOT PE, - 5 years exp.  
Did mention Pollutant Load Analyses

Score 10  
(0-25)

**EXPERIENCES** (25)

- (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects) ✓  
 (5) References ✓

limited similar exp

Score 15  
(0-25)

**METHODOLOGY** (30)

- (15) Project approach  
 (15) Innovative concepts

Very general - not specific for this project

Score 15  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) Location of firm OK/ALABAMA  
 (5) Workload of key project staff OK

Score 10  
(0-10)

**OTHER** (10)

- (10) Public Involvement/presentations plan, action

?

Score 10  
(0-10)

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

**Total Score (0-100)** 60

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** TEK Science and Engineering, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Robert Walter, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25)

- (10) Qualifications of firm & sub-consultants  
 (10) Individuals' educational background and training  
 (5) Company resources applicable to the project (depth of staff)
- Knowledge of 1994 report Basin & etc. ✓  
Concerned about JPL & Boyle relationship + who's doing & what
- Score 15  
(0-25)

**EXPERIENCES** (25)

- (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
 (5) References
- Contracting services for D.C., Greenwood Urban Wetland  
Howell Creek Basin
- Score 10  
(0-25)

**METHODOLOGY** (30)

- (15) Project approach  
 (15) Innovative concepts
- Know project, prior report, etc. - concerned about team & how they will work together
- Score 20  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) Location of firm WP ✓  
 (5) Workload of key project staff
- Score 10  
(0-10)

**OTHER** (10)

- (10) Public Involvement/presentations plan, action
- Score 7  
(0-10)

Ranking \_\_\_\_\_

Total Score (0-100) 62

PS-0709-06/BLH - Howell Creek Basin/Red Bug Lake Road

Roland Raymundo

**Bowyer-Singleton & Associates, Inc.**

Qualifications	25%	5
Experiences	30%	10
Methodology	10%	10
Ability to Perform	10%	5
Other	100%	58
TOTAL SCORE (out of 100%)		

SCORE

RANKING

5
10
10
10
5
58

4

**Carter & Burgess, Inc.**

Qualifications	25%	20
Experiences	30%	15
Methodology	10%	14
Ability to Perform	10%	10
Other	100%	5
TOTAL SCORE (out of 100%)		

SCORE

20
15
14
10
5
64

3

**Dyer, Riddle, Mills & Precourt, Inc.**

Qualifications	25%	21
Experiences	30%	28
Methodology	10%	10
Ability to Perform	10%	10
Other	100%	5
TOTAL SCORE (out of 100%)		

SCORE

21
28
10
10
5
66

2

**TEK Science and Engineering, Inc.**

Qualifications	25%	20
Experiences	30%	28
Methodology	10%	25
Ability to Perform	10%	10
Other	100%	6
TOTAL SCORE (out of 100%)		

SCORE

20
28
25
10
6
81

1

I approve the above stated ranking:

  
 \_\_\_\_\_  
 Roland Raymundo

**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** Bowyer Singleton & Associates, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Roland Raymundo, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25)

- (10) Qualifications of firm & sub-consultants  
 (10) Individuals' educational background and training  
 (5) Company resources applicable to the project (depth of staff)

The firm has good to average qualifications for the type of the above project.

Score 15  
(0-25)

**EXPERIENCES** (25)

- (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
 (5) References

I did not find any similar type of project experiences from the project team.

Score 10  
(0-25)

**METHODOLOGY** (30)

- (15) Project approach  
 (15) Innovative concepts

project approach ~~innovative~~ concept was marginal re-creating what was on the project scope.

Score 10  
(0-30)

**ABILITY TO PERFORM** (10)

- (5) Location of firm  
 (5) Workload of key project staff

acceptable

Score 10  
(0-10)

**OTHER** (10)

- (10) Public Involvement/presentations plan, action

Average & nothing new

Score 5  
(0-10)

Ranking 4

Total Score (0-100) 50

PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

SUBMITTAL COMPANY NAME: Carter & Burgess, Inc.  
QUALIFICATION COMMITTEE MEMBER: Roland Raymundo, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS (25)**

- 8 (10) Qualifications of firm & sub-consultants  
7 (10) Individuals' educational background and training  
5 (5) Company resources applicable to the project (depth of staff)

Very good in reference to project scope  
Score 20  
(0-25)

**EXPERIENCES (25)**

- 10 (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
5 (5) References

Similar work experience is good in reference to the project  
Score 15  
(0-25)

**METHODOLOGY (30)**

- 7 (15) Project approach  
7 (15) Innovative concepts

Good approach  
Score 14  
(0-30)

**ABILITY TO PERFORM (10)**

- (5) Location of firm  
(5) Workload of key project staff

OK  
Score 10  
(0-10)

**OTHER (10)**

- 5 (10) Public Involvement/presentations plan, action

OK  
Score 5  
(0-10)

Ranking 3

Total Score (0-100) 64



**PS-0709-06/BLH – Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project**

**SUBMITTAL COMPANY NAME:** TEK Science and Engineering, Inc.  
**QUALIFICATION COMMITTEE MEMBER:** Roland Raymundo, P.E.

**EVALUATION CONSIDERATIONS**

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

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

**QUALIFICATIONS** (25)

5  
10  
5

- (10) Qualifications of firm & sub-consultants  
 (10) Individuals' educational background and training  
 (5) Company resources applicable to the project (depth of staff)

Excellent individual background & training.  
Not sure about the qualification of firm.

Score 20  
(0-25)

**EXPERIENCES** (25)

15

- (20) Similar work experiences (Past 5-7 year period, dates & costs of projects, match staff names to projects)  
 (5) References

Staff familiar with the basin & area.  
excellent ex similar work experiences

Score 20  
(0-25)

**METHODOLOGY** (30)

15  
10

- (15) Project approach  
 (15) Innovative concepts

Understand the scope & possible problems  
with good approach

Score 25  
(0-30)

**ABILITY TO PERFORM** (10)

5  
5

- (5) Location of firm  
 (5) Workload of key project staff

Good

Score 10  
(0-10)

**OTHER** (10)

1

- (10) Public Involvement/presentations plan, action

OK

Score 6  
(0-10)

Ranking 1

Total Score (0-100) 81

DRAFT

**ENGINEERING STUDY AND DESIGN SERVICES AGREEMENT  
(PS-0709-06/BLH)  
HOWELL CREEK BASIN/RED BUG LAKE ROAD  
REGIONAL STORMWATER FACILITY PROJECT**

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

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

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified consultant to administer an engineering study and design for the Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project in Seminole County; and

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

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

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

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing

performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

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

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

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant

benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis", then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation payable to the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) *WDR* ~~250,000.00~~

**SECTION 6. REIMBURSABLE EXPENSES.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, 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 CONSULTANT 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 CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) 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 CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall advise the COUNTY whenever the CONSULTANT 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 CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONSULTANT 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 CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Public Works Department-Stormwater 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 CONSULTANT.

**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 CONSULTANT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of proper invoice.

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents,

papers, and records, of the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

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

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

**SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.**

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

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate

as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 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 CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

**SECTION 11. TERMINATION.**

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

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

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

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage

of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

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

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

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

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

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

**SECTION 15. CONFLICT OF INTEREST.**

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

this Agreement with the COUNTY.

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

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

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

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

**SECTION 19. INSURANCE.**

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

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

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

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

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

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

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

the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

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

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

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

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

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials,

officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

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

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

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

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary

mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

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

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

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

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

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

**SECTION 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:**

Public Works Department-Stormwater Division  
520 W. Lake Mary Blvd, Suite 200  
Sanford, Florida 32773

**For CONSULTANT:**

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

**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:

\_\_\_\_\_

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
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  
2/27/06  
Ps-0709

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

## EXHIBIT A

### Howell Creek Basin/ Red Bug Lake Road Regional Stormwater Facility Project Draft Scope of Services

#### DESCRIPTION

The project is generally located on the south side of Red Bug Lake Road and east of Eagles Circle (Deer Run Entrance)

Seminole County owns an approximate ten acre parcel on the south side of Red Bug Lake Road and east of Eagles Circle at 2751 Red Bug Lake Road. The outfall for Red Bug Lake Road and properties to the north is through a ditch along the western property line of this parcel into Lake Howell. Currently there is minimal water quality treatment for this drainage system.

The objective of this project is to design and permit a regional stormwater facility (RSF) on the County parcel prior to its discharge to Lake Howell. In addition to the RSF the design should include a public access boat ramp and limit boat trailer parking. The consultant will review the existing stormwater analysis and models of this system, update models to current conditions, and conduct a pollutant load analysis, and then design a system which would treat the stormwater runoff in this conveyance system prior to discharging to Lake Howell. Ultimately, the consultant shall complete a final set of construction plans and specifications; and obtain all necessary permits to construct the project.

Minimum requirements for the requested engineering services are further described in the attached *draft Scope of Services*. However, the consultant is encouraged to propose a cost effective plan for performing an adequate stormwater outfall improvement project addressing any flooding problems, water quality treatment, and erosion and sedimentation control requirements for the outfall system.

Information listed under Task 1 of the Draft Scope of Services is available for download from Seminole County's website and FTP site.

The proposed project should include 1) re-evaluation of the existing outfall system, 2) topographical survey of project area of concerns, 3) flow and velocity determination for the design storm events, 4) analysis of stormwater treatment facility including pollutant load analysis and expected reductions and 5) erosion control measures.

## DRAFT SCOPE OF SERVICES

The following is the Scope of Services required to fulfill the work products needed by Seminole County for the Red Bug Lake Road Regional Stormwater Facility Project. The Consultant shall perform the necessary land surveys and stormwater hydrologic and hydraulic analyses to evaluate existing and proposed condition of the existing outfall system. The stormwater outfall improvement shall specifically address any flooding problems, water quality treatment, erosion and sedimentation control, and easement/right of way recommendations. The Consultant shall prepare construction plans and specifications for the construction of the RSF and obtain all necessary permits to execute the construction of the project.

The Consultant shall conduct a public presentation for the project with Seminole County's assistance. The Consultant shall complete the following tasks as part of the Scope of Services to Seminole County.

### **TASK 1. Data Collection and Data Review**

Gather pertinent data related to the project from Seminole County and other applicable agencies. All data collected shall be reviewed to determine the significance of the information at hand relative to defining the project design, hydrologic/hydraulic characteristics, wetlands, and surface water quality and quantity within the project area.

Relevant data available at the County include:

- USGS Maps and Contours - GIS Layer
- Wetlands - GIS Layer
- Soils, Land Use, and FEMA maps - GIS Layer
- Seminole County Contour Map – Digital and Hard Copy (To download electronic copy of the map - Click "Basin Evaluation" at the Internet Address shown below from Seminole County Internet Website)
- Howell Creek Basin Study - Seminole County Internet Website (To download PDF copy of the study and zip file of the H&H model - Click "Basin Evaluation" at the Internet Address shown below)  
<http://www.seminolecountyfl.gov/pw/roadstorm/stormwater/capital.asp>
- Legal Agreements between SJRWMD and Seminole County, and Tennysons (current tenants) and Seminole County.
- Upstream subdivision plans and Red Bug Lake Road Phase 1 & 2 plans.

### **TASK 2. Right-of-Way, Topographic, Utility Survey, Legal Description**

The Consultant shall obtain the necessary boundary and topographical survey for the project design and preparation of plans. Surveying services shall include, but are not limited to the location of the drainage outfall system and topographical information of the immediate project and problem areas.

The survey shall locate and delineate utilities within the County parcel, and as needed within the Red Bug Lake Road right-of-way. All utility horizontal locations and vertical locations (as needed), shall be surveyed and shown in the construction plans. All vertical

information shall be referenced to Seminole County Vertical Control (NGVD1929), Horizontal information shall reference State Plane Coordinates, Florida East Zone (NAD 1983). The Consultant shall provide the County with 2 copies of the original signed/sealed Survey and an electronic copy of the same in both AutoCad and PDF format.

### **TASK 3. Soil Survey and Geotechnical Data**

The Consultant shall conduct a sub-surface soil investigation as necessary for the project design. The sub-surface soil investigation shall include soil borings in areas where new structures are proposed. Permeability or hydraulic conductivity tests may be required if a stormwater retention pond is proposed as part of the project.

### **TASK4. Hydrologic & Hydraulic Evaluation / Engineering Analysis & Design**

The Consultant shall identify and delineate the drainage areas associated with the outfall system. Prepare appropriate nodal network schematics for each of the drainage systems in the sub-basin, and should use and not deviate from the nomenclature use in existing Howell Creek Drainage study. Rates and volumes of stormwater runoff for each system for the appropriate storm events shall be determined using the SJRWMD rainfall volumes and distributions. Modeled storm events shall include Mean Annual, 10-Year, 25-Year, 50-Year and 100-Year 24-Hour storms. Models - The Consultant shall provide modeling scenarios for existing conditions, the *Existing Conditions Model* and for proposed RSF, the *Design Model*.

The Consultant shall provide two (2) conceptual plan alternatives (30% plans) for addressing erosion and sedimentation or any flooding problem, water quality treatment, and easement or right of way needs. Water quality treatment alternatives shall evaluate stormwater treatment opportunities such as wet detention, dry retention, baffle boxes, or a combination thereof (treatment train) as well as any other applicable BMP. The conceptual alternatives shall outline land acquisition and/or easement needs; identify preliminary construction costs and Environmental Resource Permit requirements.

Upon review with Seminole County staff, the consultant shall proceed with the preparation of final design plans for the selected corrective alternative. Construction plans and specifications shall conform to FDOT format. The cost estimate will include final design services, land acquisition, construction, and materials.

Recommendations and findings of this evaluation shall be included as part of the Final Technical Memorandum Report outlined in Task 8.

### **TASK5. Environmental and Regulatory Permitting**

The consultant shall arrange a pre-application meeting with St. Johns River Water Management District (SJRWMD) staff for the recommended alternative. The Consultant shall prepare and submit permit packages to the SJRWMD for their review and approval. The Consultant will monitor the permit throughout the approval process. The consultant shall anticipate two requests for additional information (RAI) from the SJRWMD, and will respond in writing to two (2) RAI's.

Although this project is a stormwater improvement project and its implementation should be considered as mitigation, if required, the Consultant shall prepare an environmental report addressing on-site mitigation, wetland evaluations, and/or planting plans.

#### **TASK6. Construction Administration Services**

The Consultant shall provide services to coordinate and facilitate the construction. All construction specifications shall refer to FDOT specifications. The Consultant shall only be required to prepare Special Provisions or Technical Specifications for items not covered by FDOT specifications. Seminole County will provide the appropriate front-end documents for the specifications and bid package. The Consultant is required to attend the Pre-Construction Conference and shop drawing approvals.

#### **TASK7. Meetings, Coordination, and Project Schedule**

Regular meetings will be held with Seminole County staff to discuss the project's progress and/or problems. Minutes of these meetings will be supplied by the Consultant to the County for review. The consultant will prepare and submit a detailed project schedule identifying major tasks, duration, and tasks relationships. The project schedule shall be submitted within ten (10) days after receiving a Notice-to-Proceed. **Deviations from the established project schedule of more than one week will be scrutinized, and must be explained with corrective actions identified.** Revised schedules will be required when deviations occur.

#### **TASK8. Deliverables**

The Consultant shall prepare and submit three (3) copies of a Preliminary/Draft Technical Memorandum Report outlining the findings of the evaluation, specifically outlining purpose, recommendation, and the results of Tasks 2, 3, 4 and 5. The report shall include conceptual designs and supporting information, analyses, and models. Upon review by County staff, the Consultant shall submit three (3) hard copies plus one (1) electronic copy (PDF format) of the Final Technical Memorandum Report incorporating the review comments provided.

The Consultant shall prepare and submit three (3) copies each of the Preliminary (30%), 90% and Final Plans for review and approval. All final submittals should be signed and sealed with one (1) electronic copy in PDF format.

#### **TASK9. Other Projects**

Task 9 is on an as need basis only. Other projects or basin evaluations identified in the Howell Creek Basin may require similar scope as Tasks 1 thru 8 as needed to meet future NPDES and/or TMDL requirements.

#### **TASK10. Emergency Work**

Task 10 is on an emergency need basis only. It will include providing immediate support for the assessment/survey of damages resulting from flooding, tornadoes, hurricanes and other hazards within the basin; and preparing documents required for the implementation and funding approval of the recommended solutions for the deficiencies and damages. Final scope of services for projects within Phase IV will be negotiated for each individual project, as the need arises.

##### **A. Damage Survey Report**

The objective of this task is a complete assessment report of the damages cause by the natural hazards in the basin to satisfy funding approval from the identified agencies

below. Conduct road and drainage assessment damages in the basin; prepare damage survey report following the requirements of the appropriate funding agency, which include but not limited to: FEMA, NRCS, FHWA, FEMA's Hazard Mitigation Grant Program and other Local, State and Federal funding sources. Provide cost and community impact analysis of the damages and deficiencies. Prepare priority solutions and cost of the mitigation, repair, replacement and/or improvement of the damages and deficiencies.

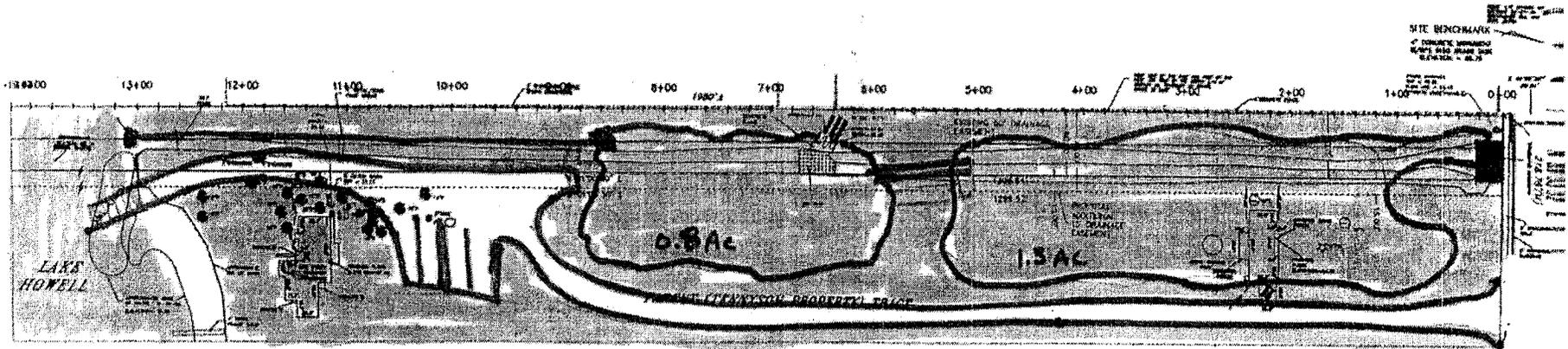
#### B. Plan Preparation and Permit Acquisition

Prepare plan documents and specifications of the recommended mitigations and improvements. Apply and acquire necessary permits required for the implementation of the recommended mitigations and improvements. Assist in the shop review and construction administration as needed.



PARENT TRACT DESCRIPTION  
 THE EAST 200 FEET OF THE WEST 300 FEET OF THE NORTH 1/4  
 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH,  
 RANGE 30 EAST, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE  
 COUNTY, FLORIDA (PINE OFFICIAL RECORDS BOOK 544, PAGE 203)  
 SUBJECT TO AN EXISTING DRAINAGE EASEMENT LOCATED ALONG THE  
 ABOVE DESCRIBED PROPERTY PER OFFICIAL RECORDS BOOK 544, PAGE  
 203.

PROPOSED ADDITIONAL 12' DRAINAGE EASEMENT DESCRIPTION  
 THE EAST 10 FEET OF THE WEST 25 FEET OF THE EAST 200  
 FEET OF THE WEST 300 FEET OF THE NORTH 1/4 OF THE  
 SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH,  
 RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA.

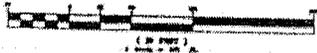


# Preliminary Conceptual Layout

**SURVEYOR'S NOTES:**

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) ELEVATIONS BASED ON SEMINOLE COUNTY DATUM AS SHOWN ABOVE.
- 3.) SUBJECT TO EASEMENTS AND MATTERS OF RECORD.

GRAPHIC SCALE



**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