

PROFESSIONAL SERVICES

19. **Approve Ranking List, Authorize Negotiations and Award PS-5180-05/MJB – Master Agreement for Solid Waste Management Central Transfer Station Engineering to Brown and Caldwell of Maitland, Florida. (Estimated annual value \$350,000.00).**

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

PS NUMBER: PS-5180-05/MJB
 PS TITLE : Solid Waste Management Transfer Station Engineering
 DATE: April 8, 2005 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Brown and Caldwell 850 Trafalgar Court, Suite 300 Maitland, Florida 32751	Innviron Corporation 10693 Wiles Rd, Suite 301 Coral Springs, Florida 33076	S2L, Incorporated 529 Versailles Drive, Suite 103 Maitland, FL 32751-4589	SCS Engineers 3012 U.S. Hwy 301 N., Suite 700 Tampa, FL 33619-2242
James Nissen 407-661-9500 – Phone 407-661-9599 – Fax	Neil D. Williams, Ph.D., P.E. 954-993-2600 – Phone 954-344-0469 – Fax	Samuel B. Levin, P.E. 407-475-9163 – Phone 407-475-9169 – Fax	Raymond J. Dever, V.P. 813-621-0080 – Phone 813-623-6757 – Fax

Tabulated by Michael Bowen – Posted 05/24/05 (3:30 P.M.)

All companies will be interviewed.

Telephone Interviews Date: Monday, May 23, 2005 starting at 8:30 am in the Small Conference Room located at Environmental Services
500 W. Lake Mary Blvd.

Recommendation: Brown and Caldwell (BCC Date: 6/14/05)

EVALUATION SUMMARY FOR PS-5180-05/MJB, Solid Waste Mgmt Transfer Station Engineering

**EVALUATION COMMITTEE
CONSENSUS REPORT AND RECOMMENDATION**

SUMMARY SCORES AND RANKINGS

FIRMS	SCORE	Individual Evaluator's Rankings			Total	OVERALL RANKING
		David Gregory	Dennis Westrick	Greg Regan		
Brown & Caldwell	93.48	1	1	2	4	1
S2L, Inc.	93.38	2	2	1	5	2
SCS Engineers	91.63	3	3	3	9	3
Innviron Corp.	88.15	4	4	4	12	4

The Evaluation Committee makes the following recommendation:

RECOMMEND AWARD TO THE HIGHEST RANKED FIRM, BROWN & CALDWELL.

SIGNATURES:

David Gregory

Dennis Westrick

Greg Regan

EVALUATION SUMMARY FOR PS-5180-05/MJB, Solid Waste Mgmt Transfer Station Engineering

	David Gregory			Dennis Westrick		Greg Regan			
Brown & Caldwell									
<u>CRITERIA</u>	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach	30.00%	93	27.9	85	25.5	90	27	89.33	4.041452
Team Experience	30.00%	92	27.6	89	26.7	90	27	90.33	1.527525
Proposed Personnel	30.00%	92	27.6	80	24	90	27	87.33	6.429101
Firm Resources	10.00%	91	9.1	85	8.5	90	9	88.67	3.21455
Phone Interview	<u>5.00%</u>	92	<u>4.6</u>	89	<u>4.45</u>	90	<u>4.5</u>	90.33	1.527525
	105.00%		96.8		89.15		94.5	WEIGHTED AVERAGE	93.48
			1		1		2		

Innviron Corp.	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach	30.00%	91	27.3	70	21	90	27	83.67	11.84624
Team Experience	30.00%	92	27.6	75	22.5	86	25.8	84.33	8.621678
Proposed Personnel	30.00%	92	27.6	70	21	86	25.8	82.67	11.37248
Firm Resources	10.00%	90	9	80	8	86	8.6	85.33	5.033223
Phone Interview	5.00%	90	<u>4.5</u>	85	<u>4.25</u>	90	<u>4.5</u>	88.33	2.886751
	105.00%		96		76.75		91.7	WEIGHTED AVERAGE	88.15
			4		4		4		

S2L, Inc.	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach	30.00%	92	27.6	86	25.8	90	27	89.33	3.05505
Team Experience	30.00%	92	27.6	85	25.5	90	27	89.00	3.605551
Proposed Personnel	30.00%	92	27.6	85	25.5	90	27	89.00	3.605551
Firm Resources	10.00%	90	9	80	8	95	9.5	88.33	7.637626
Phone Interview	5.00%	91	<u>4.55</u>	80	<u>4</u>	90	<u>4.5</u>	87.00	6.082763
	105.00%		96.35		88.8		95	WEIGHTED AVERAGE	93.38
			2		2		1		

SCS Engineers	<u>WEIGHT</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>POINTS</u>	<u>WTD PTS</u>	<u>AVERAGE</u>	<u>ST DEV</u>
Project Approach	30.00%	91	27.3	84	25.2	90	27	88.33	3.785939
Team Experience	30.00%	92	27.6	85	25.5	86	25.8	87.67	3.785939
Proposed Personnel	30.00%	92	27.6	80	24	86	25.8	86.00	6
Firm Resources	10.00%	91	9.1	80	8	90	9	87.00	6.082763
Phone Interview	5.00%	90	<u>4.5</u>	80	<u>4</u>	90	<u>4.5</u>	86.67	5.773503
	105.00%		96.1		86.7		92.1	WEIGHTED AVERAGE	91.63
			3		3		3		

5180
PS-5180-05/MJB - Solid Waste Transfer Station Engineering

SCS Engineers
SUBMITTAL COMPANY NAME: ~~SCS Engineers~~

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience of Proposed Personnel (30%)

SCS has FL staff of 74 persons. Provides SW svcs. exclusively
Stated firm has been rated No. 1 in ENR's list of top 15 SW firms
Good Org Chart, no subs shown - Ray Lotito as Project Director
& Lee Powell as PM, Good qualifications shown for proposed personnel
Good resumes

* DID NOT ATTEND Pre-Proposal meeting

Score 80
(100-0)

Criteria: Provide Team Experience with Similar Projects (30%)

SCS has provided similar SW svcs. for SC over last six years
Firm has provided similar svcs to County clients in FL over 16 years.
SCS has been in FL since 1988, most business w/ repeat clients
Provided extensive Table 2-1 w/ TS and Citizen Drop-off experience
Stated experience w/ Transfer Stations & MRFs in 50 to 5000 tpd size
Firm also has D/B experience, Good specific similar projects provided such as Volusia & Pinellas Counties

Score 85
(100-0)

Criteria: Project Approach, Understanding of Projects, and Innovation (30%)

Has full understanding of services & projects needed
Proposing preliminary design followed by 30, 60, 90% submittals
Outlined how each specific service w/b provided such as CM svcs.
Offered value-added service due to experience of SC, relationship w/ FDEP
Also, could provide project-specific web site
Offered Design/Build approach w/ CM at-risk.

Score 84
(100-0)

Criteria: Qualifications and Resources of the Firm (10%)

SCS has field office in Orlando, other FL offices in Tampa, Daytona Bch & Pensacola
Project workload bar chart indicates adequate available staff capacity
Corporate office in Long Beach, CA

Score 80
(100-0)

TOTAL SCORE _____

RANKING _____

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: SCS ENGINEERS 10:20 to 10:35

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%):
 Project Approach, Understanding of Project and Innovation. SCORE _____

Criteria (30%):
 Team Experience with Similar Projects. SCORE _____

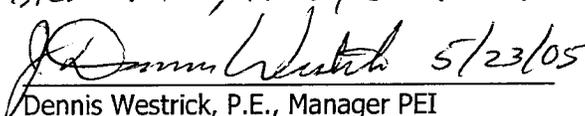
Criteria (30%):
 Qualifications and Experience of Proposed Personnel. SCORE _____

Criteria (10%):
 Qualifications and Resources of the Firm. SCORE _____

Criteria (5%):
 Quality of Telephone Interview. Main office in Tampa 37 professionals 80 SCORE _____

Raymond Lotito - overview/lead have worked w/ SC over the years incl. feasibility study for
 Lee Powell, Ray Dever Powell - scale house for Volusia County
 Ed Hilton - works occasionally out of Daytona Beach, provides Citizens Drop-off facilities
 - most knowledgeable w/ SC based on previous CTS projects - started ERP

- worked on Volusia County Transfer Station, Bready Creek MRF
 - also Escambia, Pinellas County

EVALUATION TEAM MEMBER:  5/23/05
 Dennis Westrick, P.E., Manager PEI

PS-5180-05/MJB – Solid Waste Transfer Station Engineering

SUBMITTAL COMPANY NAME: ~~SC Engineers~~ ^{S2L Incorporated}

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience of Proposed Personnel (30%)

Firm formed in 1997 mgmt team includes Sam Levin (owner)
PM – Omar Smith also Bob Mackey task leader Johnny Edwards
Team has field experience which translates to efficient design
Good descriptions of assigned personnel & role in projects, Good 17g Resume

- * Easy-to-follow & well organized proposal
 - ** Org Chart shows SC BCC at top
- Score 85
(100-0)

Criteria: Provide Team Experience with Similar Projects (30%)

Specialty SW consulting firm currently serving SC SWMD
Has been providing services to SC since 1997
Provided similar service to Brevard, Leon Counties as well as
Orlando (Waste Mgmt TS), City of Ormond Beach & Marion Court
Offering Hornsby & Assoc as sub for civil/structural (Alpharetta GA)
Good concise similar projects

Score 85
(100-0)

Criteria: Project Approach, Understanding of Projects, and Innovation (30%)

Full understanding of required services, needs & projects
gained at Pre-Proposal mtg. Understands SC's biennial budgeting process
Firm is actively involved w/ FDEP Rulemaking process
Good team approach to project, and upcoming anticipated work
Committed to getting the job done correctly the 1st time
Views responsiveness as a valued criteria

Score 86
(100-0)

- * Good wrap-up page on why S2Li?

Criteria: Qualifications and Resources of the Firm (10%)

Local Firm w/ office in Maitland, planned workforce expansion
in 2006. Firm has > 200 service hours available per month for
next 12 mos. Firm states lots of repeat clients

Score 80
(100-0)

TOTAL SCORE _____

RANKING _____

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: **S2L INC.**

9:45 to 10:00

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%):
 Project Approach, Understanding of Project and Innovation. SCORE _____

Criteria (30%):
 Team Experience with Similar Projects. SCORE _____

Criteria (30%):
 Qualifications and Experience of Proposed Personnel. SCORE _____

Criteria (10%):
 Qualifications and Resources of the Firm. SCORE _____

Criteria (5%):
 Quality of Telephone Interview. 80
SCORE _____

Sam Levine - introduced project team, Sam has > 30 yrs experience - 6 active landfill projects

Bob Mackey > 18 yrs - increase tonnage by longer hours

Omar Smith > 25 yrs - stressed efficient operation

Henry Hornsby > 35 yrs - structural engineer for Waste Mgmt's Orange City Transfer Station also Leon County

(LA) - located in Atlanta S2Li - have done > 12 truck wash facilities

EVALUATION TEAM MEMBER:

Dennis Westrick 5/23/05
 Dennis Westrick, P.E., Manager PEI

PS-5180-05/MJB – Solid Waste Transfer Station Engineering

SUBMITTAL COMPANY NAME: Innviron Corporation

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience of Proposed Personnel (30%)

No previous experience w/ SC, Neil Williams, PhD, P.E. as PM
supported by Tom Roberts, Barry Liss & Marwan Zickelch (civil engr)
T. Roberts is operations consultant, B. Liss w/ Project Engr.
Good resumes, very brief org chart

Score 70
(100-0)

Criteria: Provide Team Experience with Similar Projects (30%)

Cover letter states experience in the design of > 30 transfer stations
Firm has completed design of more than 15 MRFs and 10 compost plants,
2 OTHWs. Completed over 40 TS design.
Provided extensive list of Similar Projects over past 5 years w/ descriptions
but also provided primary projects

Score 75
(100-0)

Criteria: Project Approach, Understanding of Projects, and Innovation (30%)

Restated scope from RFP states strong capabilities in all areas
No specific project approach presented
Provided example improvements that SC may need for improvement
to existing facilities & systems

Score 70
(100-0)

Criteria: Qualifications and Resources of the Firm (10%)

FL office located in Coral Springs, NO. Central FL office
Significant resources allocated to projects to foreign clients, however
state that 9/100 manhrs available for next year.

Score 80
(100-0)

TOTAL SCORE _____

RANKING _____

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: INNVIRON CORP. 8:50 to 9:05

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%):
 Project Approach, Understanding of Project and Innovation. SCORE _____

Criteria (30%):
 Team Experience with Similar Projects. SCORE _____

Criteria (30%):
 Qualifications and Experience of Proposed Personnel. SCORE _____

Criteria (10%):
 Qualifications and Resources of the Firm. SCORE _____

Criteria (5%):
 Quality of Telephone Interview. 85
SCORE _____

*Opening - Neil Williams - ~30 years exper., helped write RCRA Regs.
 Tom Roberts - operated & permitted > 20 sites in FL, lots hands-on operating exper. (Atlas Environmental)
 Barry Liss - proj. engr., composting, odor control exper. Delta companies
 Completed over 40 Transfer Station Design*

*- stressed cost effectiveness, improve recycling recovery & reduce volume to Landfill
 - split from Glob. ~~Env.~~ in 1998, 60 person firm
 - have 3 structural engs. & 1 architect*

EVALUATION TEAM MEMBER: *3 architects* *Dennis Westrick 5/23/05*
 Dennis Westrick, P.E., Manager PEI

PS-5180-05/MJB - Solid Waste Transfer Station Engineering

SUBMITTAL COMPANY NAME: Brown and Caldwell

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
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- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications and Experience of Proposed Personnel (30%)

BC has performed similar work for SC for past 5 years
 Provides value-added service by working around SC O&M operations schedule
 Local firm w/ substantial in-house resources, 25 years in FL
 BC will use local resources - good experience & highly qualified

Score 80
(100-0)

Criteria: Provide Team Experience with Similar Projects (30%)

Providing similar SW services for Orange, Lake, Hernando/Indian River
 Miami-Dade and PB Counties. Good presentation of current projects w/
 descriptions (i.e. size), stage of completion & assigned personnel.

Jim Nissen as PM, good Org Chart, BC has prepared annual Cost Allocation
 No subs listed at this time, struct. engr in-house Updates since 2000

* Very good list of existing similar clients & projects
 * Emorg. Gen repair, emorg. tipping floor repair
 Score 89
 (100-0)

Criteria: Project Approach, Understanding of Projects, and Innovation (30%)

BC will use Task Mgmt approach, has clear understanding of needed svcs.
 Proposing conventional methodical approach to PM focusing on communication,
 cost control, QA/QC & scheduling - emphasized "responsiveness"

All svcs to performed locally (Maitland etc) by local BC employees
 Cited innovation & cost savings for recent (3) projects for SC
 Score 85
 (100-0)

Criteria: Qualifications and Resources of the Firm (10%)

BC has adequate resources and is fully qualified to
 provide requested services, BC Orlando office operating in low 60%
 utilization range & state they can easily accommodate SC's needs

Score 85
(100-0)

TOTAL SCORE _____

RANKING _____

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: **BROWN & CALDWELL** 8:30 to 8:45

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%):
 Project Approach, Understanding of Project and Innovation. SCORE _____

Criteria (30%):
 Team Experience with Similar Projects. SCORE _____

Criteria (30%):
 Qualifications and Experience of Proposed Personnel. SCORE _____

Criteria (10%):
 Qualifications and Resources of the Firm. SCORE _____

Criteria (5%):
 Quality of Telephone Interview. 89
SCORE _____

*Opening - B&C has experience w/ SC, mentioned tipping floor, continuity
 - related experience. Full-service firm, local team - reside in SC
 - have used Nordase as geotech
 - can do in-house Phase I & Phase II Envir. Assessments*

** Very good responses to questions*

EVALUATION TEAM MEMBER: *Dennis Westrick 5/23/05*
 Dennis Westrick, P.E., Manager PEI

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

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PS-5180, CTS Engineering FIRMS'S NAME: SCS ENGINEERS 10:20 to 10:35

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

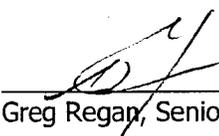
Criteria (30%): 90
 Project Approach, Understanding of Project and Innovation. SCORE
1. WORKED WITH SEM. CO IN THE PAST
2. HAVE A DESIGN BUILD SIDE-ADVANTAGE

Criteria (30%): 86
 Team Experience with Similar Projects. SCORE
FAMILIA WITH AGENCIES OF LIKE SIZE

Criteria (30%): 86
 Qualifications and Experience of Proposed Personnel. SCORE
APP 37 PEOPLE (FIELD) APP 120 (OFFICE) - ACCORDING TO RECORD
THEY ARE THE LARGEST SW FIRM

Criteria (10%): 90
 Qualifications and Resources of the Firm. SCORE
OUT OF TAMPA, HAVE A DAYTONA BRANCH OFF. - STRUCTURAL
ENG SUPPORT WOULD COME OUT OF TAMPA OFFICE

Criteria (5%): 90
 Quality of Telephone Interview. SCORE

EVALUATION TEAM MEMBER: 
 Greg Regan, Senior Coordinator, Solid Waste Division

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
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PS-5180, CTS Engineering FIRMS'S NAME: **S2L INC.**

9:45 to 10:00

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%): 90
 Project Approach, Understanding of Project and Innovation. SCORE
 1. VAST KNOWLEDGE OF SEN. CO.
 2. LOOK FOR LOW COST INNOVATIONS -

Criteria (30%): 90
 Team Experience with Similar Projects. SCORE
 MAJORITY OF STAFF HAVE OVER 10 YEARS TO GO IN SOLID WASTE

Criteria (30%): 90
 Qualifications and Experience of Proposed Personnel. SCORE
 1. H&A - 11 YEAR OLD COMPANY - TO BE UTILIZED AS SUB CONTRACTOR
 (ELEC, MECH + STAVG. ENR) - LOCATED IN ATLANTA

Criteria (10%): 95
 Qualifications and Resources of the Firm. SCORE

Criteria (5%): 90
 Quality of Telephone Interview. SCORE

EVALUATION TEAM MEMBER: 
 Greg Regan, Senior Coordinator, Solid Waste Division

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

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PS-5180, CTS Engineering FIRMS'S NAME: INNVIROON CORP. 8:50 to 9:05

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%): 90
 Project Approach, Understanding of Project and Innovation. SCORE
NOT SPECIFIC ON CTS BUT STATE ALL POSITIVE ITEMS
THEY WOULD BE INVOLVED IN IF DIRECTLY - COMPANY IS
REVIEWED LESS THAN 6 MONTHS - LEARNING TOWARDS RECYCLING

Criteria (30%): 86
 Team Experience with Similar Projects. SCORE
LAST PROJECT - EXTENSIVE KNOWLEDGE IN WASTE WATER, RECYCLING
MRP'S LIST NUMEROUS SITES / LESS TOWARD - COMPANY VLGIT
LESS THAN 6 MONTHS AGO YET LIST EXTENSIVE PROJECTS ON
RESUME

Criteria (30%): 86
 Qualifications and Experience of Proposed Personnel. SCORE
1. APP 30 YEAR SWM EXPERIENCE - UNDER DIFF. COMPANY JAMES
2. PRACTICAL EXP.
3. 3 STRUCTURAL ENGINEERS

Criteria (10%): 86
 Qualifications and Resources of the Firm. SCORE
NOT LOCAL - OUT OF STATE (GAINESVILLE), - LIMITED WORK IN
CENTRAL FL. - (TREATMENT PLANTS) -

Criteria (5%): 90
 Quality of Telephone Interview. SCORE

EVALUATION TEAM MEMBER:  _____
 Greg Regan, Senior Coordinator, Solid Waste Division

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

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PS-5180, CTS Engineering FIRMS'S NAME: **BROWN & CALDWELL** 8:30 to 8:45

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%): 90
 Project Approach, Understanding of Project and Innovation. SCORE
 LAST EXPERIENCE WITH SEN. Co. CTS - HAVE WORKED ON CTV FIRM
 REPAIR. NORTH STRUCTURAL ENL, GENERATOR REPAIR

Criteria (30%): 90
 Team Experience with Similar Projects. SCORE
 NUMEROUS TRANSFER STATIONS WORK OF SIMILAR SIZE OR LARGER
 DANE Co., PALM BEACH, ORANGE

Criteria (30%): 90
 Qualifications and Experience of Proposed Personnel. SCORE
 E

Criteria (10%): 90
 Qualifications and Resources of the Firm. SCORE
 LOCAL - WITHIN 2 HOUR OF CTS - (STRUCTURAL ENL); - WORK WITH
 LOCAL SURVEYING Co + SUB CONSULTANTS. - IN HOUSE ENL.
 ASSIGNMENT STAFF -

Criteria (5%): 90
 Quality of Telephone Interview. SCORE
 STATED CLEARLY THEIR BACKGROUND, TEAM QUAL.

EVALUATION TEAM MEMBER: 
 Greg Regan, Senior Coordinator, Solid Waste Division

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: SCS ENGINEERS 10:20 to 10:35

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%): 91
SCORE
 Project Approach, Understanding of Project and Innovation.
General approach provided
Worked on CTS citizen drop off project

Criteria (30%): 92
SCORE
 Team Experience with Similar Projects.
Team has provided examples of similar work company has done

Criteria (30%): 92
SCORE
 Qualifications and Experience of Proposed Personnel.
Team has worked on similar projects
Has worked at CTS

Criteria (10%): 91
SCORE
 Qualifications and Resources of the Firm.
Naples Beach office, design HQ + main office in Tampa
Structural engineering out of Tampa office
500 employees

Criteria (5%): 90
SCORE
 Quality of Telephone Interview.
Provided explanation of proposal

EVALUATION TEAM MEMBER: 
 David Gregory, Manager, Solid Waste Division

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: **S2L INC.**

9:45 to 10:00

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%):

Project Approach, Understanding of Project and Innovation.

*Described project and provided insights
Discussions about truck wash repairs*

92
SCORE

Criteria (30%):

Team Experience with Similar Projects.

*Good examples provided
Melbourne, Orlando, Brevard County*

92
SCORE

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

*Experience with similar projects
Experienced team proposed*

92
SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

*structural engineer located in Atlanta
Qualified firms*

90
SCORE

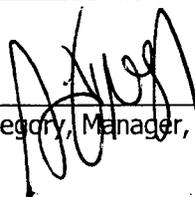
Criteria (5%):

Quality of Telephone Interview.

Good ideas presented

91
SCORE

EVALUATION TEAM MEMBER:


David Gregory, Manager, Solid Waste Division

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: INNVIROON CORP. 8:50 to 9:05

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%): 91
 Project Approach, Understanding of Project and Innovation. SCORE
Provided general approach
Described operating/revenue @ CTS ideas

Criteria (30%): 92
 Team Experience with Similar Projects. SCORE
Completed transfer station design, permitting, operations
Worked on closure of Delta facility + sand + gravel, some experience in Central Florida.

Criteria (30%): 92
 Qualifications and Experience of Proposed Personnel. SCORE
Qualified and credentialed principals

Criteria (10%): 90
 Qualifications and Resources of the Firm. SCORE
3 structural engineers (phone interview),
South Florida office
Innviron split from globex 6 months ago (phone interview)

Criteria (5%): 90
 Quality of Telephone Interview. SCORE
Described world-wide experience on transfer stations
Comprehensive financial models developed

EVALUATION TEAM MEMBER: 
 David Gregory, Manager, Solid Waste Division

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

95 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
85 – 94	Excellent, Very Good, Solid in all respects.
75 – 84	Good, No major weaknesses, Fully Acceptable as is
65 – 74	Marginal, Weak, Workable but needs clarifications
Below 64	Unacceptable, Needs major help to be acceptable

PS-5180, CTS Engineering FIRMS'S NAME: **BROWN & CALDWELL** 8:30 to 8:45

Describe strengths, weaknesses and deficiencies to support your assessment. List any questions. Use additional paper as necessary.

Criteria (30%): 93
 Project Approach, Understanding of Project and Innovation. SCORE
Because of experience w/ CTS, believes continuity is important
Described importance of keeping facility open during repairs
Described understanding of need for sub consultants, offered flexible approach

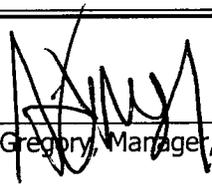
Criteria (30%): 92
 Team Experience with Similar Projects. SCORE
Orange Co., SWA Palm Beach Co., Miami-Dade

Criteria (30%): 92
 Qualifications and Experience of Proposed Personnel. SCORE
Structural Engineer in Maitland office
Experienced team with on-point experience

Criteria (10%): 91
 Qualifications and Resources of the Firm. SCORE
National experts
Have out side resources to pull from

Criteria (5%): 92
 Quality of Telephone Interview. SCORE
Provided good information

EVALUATION TEAM MEMBER:


 David Gregory, Manager, Solid Waste Division

DRAFT

**ENGINEERING SERVICES AGREEMENT (PS-5180-05/MJB)
SOLID WASTE MANAGEMENT - CENTRAL TRANSFER STATION**

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 "ENGINEER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified engineer to provide engineering services for solid waste management at the Central Transfer Station in Seminole County; and

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

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

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

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

orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the ENGINEER for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then ENGINEER shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the ENGINEER, including reimbursable expenses, shall not exceed the annual amount budgeted by the COUNTY for engineering services for solid waste management at the Central Transfer Station.

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

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

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

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

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

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

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

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

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

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

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

SECTION 9. RESPONSIBILITIES OF THE ENGINEER.

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

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the ENGINEER shall be and always remain liable to the COUNTY in accordance with

applicable law for any and all damages to the COUNTY caused by the ENGINEER'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. CONFLICT OF INTEREST.

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

(b) The ENGINEER agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate

the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

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

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

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

SECTION 19. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

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

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

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

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.106, "Contract Claims," Seminole County Code.

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

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall

exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE ENGINEER.

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

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

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

or written.

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

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

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

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

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

Agreement.

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

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

FOR COUNTY:

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

FOR ENGINEER:

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
2/25/05
ps-5180

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

EXHIBIT "A"

Request for Proposals – Solid Waste Management Central Transfer Station Engineering

Background:

Seminole County operates an integrated solid waste management system that includes County owned, maintained, and operated facilities and contracted services. The County owns, operates, and maintains an active slurry-wall landfill (and ancillary facilities), two closed landfills, and a transfer station (and ancillary facilities).

The County contracts for the collection of refuse from 60,000 residents in unincorporated County. And the County contracts for certain operational services including processing of 55,000 tons per year of yard waste and the processing of 15,000 tons per year of recyclables.

The County seeks the services of qualified, experienced firms to provide Professional Engineering services to support the County's solid waste management activities.

Scope of Services - Solid Waste Management Transfer Station Engineering

The selected firm is to provide full-service Professional Engineering services in specific support of the County's Central Transfer Station.

1. Facilities Supported:

Engineer will support the following County-owned facilities:

- Transfer station and ancillary facilities
- Citizen service areas that support solid waste activities
- Other facilities as directed by the Solid Waste Manager

2. Activities

Engineer will conduct activities including, but not limited to, the following:

- Structural analysis and design
- Feasibility studies
- Engineering design
- Construction engineering services, including contracting support, resident engineering, construction inspection, and construction quality assurance.
- Analyses of existing facilities and operations
- Development of solid waste management related computer and data management systems
- Capital planning
- Solid waste permitting and regulatory compliance (examples, permit renewal and maintenance, permitting new facilities assuring compliance of ongoing activities, interfacing with, and representing the County to, regulatory agencies)

- Other assignments as directed by the Solid Waste Manager

Examples of typical work (for demonstration purposes only):

- Permit application, renewal and modifications to transfer stations
- Design, modification, and repair engineering of transfer stations facilities
- Structural engineering assessments and design
- Design of recycling processing facilities
- Design of household hazardous waste collection centers
- Design and modification design of stormwater systems
- Construction inspection and quality assurance of transfer station and citizen areas
- Cost estimating and financial assurance for transfer stations
- Survey work

3. Minimum Qualifications

The Engineer shall have the following minimum qualifications:

- Demonstrated experience providing similar services to County agencies in Florida.
- Registered professional engineers and other technical staff experienced in transfer station design, solid waste engineering studies, construction services, and regulatory permitting.

To meet the unique needs of Seminole County, consulting firms should possess demonstrated experience with solid waste disposal facilities in Florida, including, but not necessarily limited to:

- Transfer stations receiving at least 1,200 tons per day of waste
- Solid waste service for local governmental agencies
- Material Recycling Facilities receiving up to 1,000 tons per month
- Working successfully with FDEP solid waste and groundwater permitting staff, particularly in the Central District Office, and other regulatory officials
- Demonstrated expertise in construction projects from concept to final construction
- Demonstrated expertise in providing innovative solutions to solid waste permitting issues.
- Demonstrated experience with facility repairs and modifications
- Cost estimating and financial assurance

Note: The narrative of the proposals to be limited to 30 pages (i.e., 30 pages beyond County required proposal application forms).

Term: 3 years, with 3 – 1 year renewals

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: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

----- ***** ----- ***** ----- ***** ----- ***** -----

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: Peter W. Maley, Contracts Supervisor
Date: _____

(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

Truth in Negotiations Certificate

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)