

PROFESSIONAL SERVICES

21. **Approve Ranking List; Authorize Negotiations and Award PS-5185-05/AJR – Master Agreement for Water Quality Master Services to Boyle Engineering Corporation of Orlando (Estimated annual value \$425,000.00).**

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

PS NUMBER: PS-5185-05/AJR
PS TITLE : Master Agreement for Water Quality Master Services
DATE: April 27, 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-
Boyle Engineering Corporation 320 E. South St. Orlando, FL 32801 A. Thomas Brown, PE 407-425-1100– Phone 407-422-3866 – Fax	Camp Dresser & McKee Inc 2301 Maitland Center Parkway, Suite 300 Maitland, FL 32751 Charles J. Voss, PE DEE 407-660-2552 – Phone 407-875-1161 – Fax	Sutron Corporation 710 Oakfield Drive, Suite 251 Brandon, FL 33511 Stephen R. Tarte, VP 813-657-8933– Phone 813-657-8953– Fax

Tabulated by Diane Reed – Posted 04/28/2005 (12:00 P.M.)

All companies are invited to present.

Presentations Date: Monday, May 16, 2005 starting at 8:30 am in the Large Conference Room located at Environmental Services 500 W. Lake Mary Blvd., Sanford.

Recommendation: TBA

BCC Date: TBA

PRESENTATION RANKINGS

PS-5185-05/AJR - MASTER AGREEMENT FOR WATER QUALITY MASTER SERVICES


	D. Gregory	G. Rudolph	J. Thompson	D. Westrick	B. Blackadar	TOTAL POINTS	RANKING
BOYLE ENGINEERING CORPORATION	1	2	1	1	1	6	1
CAMP, DRESSER & MCKEE, INC	2	1	2	2	2	9	2
SUTRON CORPORATION	3	3	3	3	3	15	3

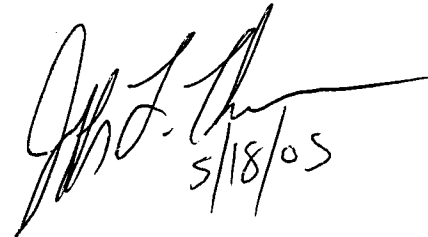
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HR
5/18/05

J. Danner Westrick
5/18/05

Brett Blum
5/19/05


05-17-05


5/18/05

PRESENTATION RANKINGS

PS-5185-05/AJR - MASTER AGREEMENT FOR WATER QUALITY MASTER SERVICES

	D. Gregory	G. Rudolph	J. Thompson	D. Westrick	B. Blackadar	TOTAL POINTS	RANKING
BOYLE ENGINEERING CORPORATION	1	2	1	1	1	6	1
CAMP, DRESSER & MCKEE, INC	2	1	2	2	2	9	2
SUTRON CORPORATION	3	3	3	3	3	15	3

BOYLE ENGINEERING CORPORATION

DAVID GREGORY

		SCORE	TOTAL	RANKING
Approach to Project/Innovative Solutions	45%	92	41.4	
Qualifications of the Proposed Personnel & Firm	20%	92	18.4	
Similar Recent Project Experience	25%	92	23	
Project Team Workload/Ability to Perform	10%	91	9.1	
Location of the Firm	5%	5	0.25	
Quality of Presentation	10%	93	9.3	
TOTAL SCORE (115 Points)			101.45	1

CAMP, DRESSER & MCKEE, INC

		Score	TOTAL	
Approach to Project/Innovative Solutions	45%	91	40.95	
Qualifications of the Proposed Personnel & Firm	20%	92	18.4	
Similar Recent Project Experience	25%	91	22.75	
Project Team Workload/Ability to Perform	10%	91	9.1	
Location of the Firm	5%	5	0.25	
Quality of Presentation	10%	91	9.1	
TOTAL SCORE (115 Points)			100.55	2

SUTRON CORPORATION

		Score	TOTAL	
Approach to Project/Innovative Solutions	45%	60	27	
Qualifications of the Proposed Personnel & Firm	20%	60	12	
Similar Recent Project Experience	25%	60	15	
Project Team Workload/Ability to Perform	10%	70	7	
Location of the Firm	5%	2	0.1	
Quality of Presentation	10%	70	7	
TOTAL SCORE (115 Points)			68.1	3

BOYLE ENGINEERING CORPORATION

Gary Rudolph

SCORE	TOTAL	RANKING
Approach to Project/Innovative Solutions	45% 90 40.5	
Qualifications of the Proposed Personnel & Firm	20% 85 17	
Similar Recent Project Experience	25% 87 21.75	
Project Team Workload/Ability to Perform	10% 80 8	
Location of the Firm	5% 5 0.25	
Quality of Presentation	10% 90 9	
TOTAL SCORE (115 Points)	96.5	<div>2</div>

CAMP, DRESSER & MCKEE, INC

Score	TOTAL	
Approach to Project/Innovative Solutions	45% 94 42.3	
Qualifications of the Proposed Personnel & Firm	20% 85 17	
Similar Recent Project Experience	25% 88 22	
Project Team Workload/Ability to Perform	10% 80 8	
Location of the Firm	5% 5 0.25	
Quality of Presentation	10% 90 9	
TOTAL SCORE (115 Points)	98.55	<div>1</div>

SUTRON CORPORATION

Score	TOTAL	
Approach to Project/Innovative Solutions	45% 60 27	
Qualifications of the Proposed Personnel & Firm	20% 60 12	
Similar Recent Project Experience	25% 60 15	
Project Team Workload/Ability to Perform	10% 60 6	
Location of the Firm	5% 2 0.1	
Quality of Presentation	10% 75 7.5	
TOTAL SCORE (115 Points)	67.6	<div>3</div>

BOYLE ENGINEERING CORPORATION

Jeffrey Thompson

		SCORE	TOTAL	RANKING
Approach to Project/Innovative Solutions	45%	95	42.75	
Qualifications of the Proposed Personnel & Firm	20%	90	18	
Similar Recent Project Experience	25%	95	23.75	
Project Team Workload/Ability to Perform	10%	85	8.5	
Location of the Firm	5%	5	0.25	
Quality of Presentation	10%	89	8.9	
TOTAL SCORE (115 Points)			102.15	1

CAMP, DRESSER & MCKEE, INC

		Score	TOTAL	
Approach to Project/Innovative Solutions	45%	93	41.85	
Qualifications of the Proposed Personnel & Firm	20%	90	18	
Similar Recent Project Experience	25%	80	20	
Project Team Workload/Ability to Perform	10%	75	7.5	
Location of the Firm	5%	5	0.25	
Quality of Presentation	10%	90	9	
TOTAL SCORE (115 Points)			96.6	2

SUTRON CORPORATION

		Score	TOTAL	
Approach to Project/Innovative Solutions	45%	50	22.5	
Qualifications of the Proposed Personnel & Firm	20%	60	12	
Similar Recent Project Experience	25%	50	12.5	
Project Team Workload/Ability to Perform	10%	75	7.5	
Location of the Firm	5%	2	0.1	
Quality of Presentation	10%	80	8	
TOTAL SCORE (115 Points)			62.6	3

BOYLE ENGINEERING CORPORATION

Dennis Westrick

		SCORE	TOTAL
Approach to Project/Innovative Solutions	45%	85	38.25
Qualifications of the Proposed Personnel & Firm	20%	80	16
Similar Recent Project Experience	25%	85	21.25
Project Team Workload/Ability to Perform	10%	85	8.5
Location of the Firm	5%	5	0.25
Quality of Presentation	10%	85	8.5
TOTAL SCORE (115 Points)			92.75

RANKING

1**CAMP, DRESSER & MCKEE, INC**

		Score	TOTAL
Approach to Project/Innovative Solutions	45%	85	38.25
Qualifications of the Proposed Personnel & Firm	20%	85	17
Similar Recent Project Experience	25%	75	18.75
Project Team Workload/Ability to Perform	10%	85	8.5
Location of the Firm	5%	5	0.25
Quality of Presentation	10%	80	8
TOTAL SCORE (115 Points)			90.75

2**SUTRON CORPORATION**

		Score	TOTAL
Approach to Project/Innovative Solutions	45%	55	24.75
Qualifications of the Proposed Personnel & Firm	20%	65	13
Similar Recent Project Experience	25%	55	13.75
Project Team Workload/Ability to Perform	10%	75	7.5
Location of the Firm	5%	2	0.1
Quality of Presentation	10%	65	6.5
TOTAL SCORE (115 Points)			65.6

3

BOYLE ENGINEERING CORPORATION

Brett Blackadar

		SCORE	TOTAL	RANKING
Approach to Project/Innovative Solutions	45%	90	40.5	
Qualifications of the Proposed Personnel & Firm	20%	90	18	
Similar Recent Project Experience	25%	92	23	
Project Team Workload/Ability to Perform	10%	100	10	
Location of the Firm	5%	5	0.25	
Quality of Presentation	10%	100	10	
TOTAL SCORE (115 Points)			101.75	1

CAMP, DRESSER & MCKEE, INC

		Score	TOTAL	
Approach to Project/Innovative Solutions	45%	90	40.5	
Qualifications of the Proposed Personnel & Firm	20%	90	18	
Similar Recent Project Experience	25%	92	23	
Project Team Workload/Ability to Perform	10%	100	10	
Location of the Firm	5%	5	0.25	
Quality of Presentation	10%	80	8	
TOTAL SCORE (115 Points)			99.75	2

SUTRON CORPORATION

		Score	TOTAL	
Approach to Project/Innovative Solutions	45%	66	29.7	
Qualifications of the Proposed Personnel & Firm	20%	75	15	
Similar Recent Project Experience	25%	60	15	
Project Team Workload/Ability to Perform	10%	100	10	
Location of the Firm	5%	2	0.1	
Quality of Presentation	10%	40	4	
TOTAL SCORE (115 Points)			73.8	3

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Boyle Engineering

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Well written technical approach. Good technical historical facts. Good model discussion. They propose using their own hydrologic model. Propose to create a ranking of C&P's. Overall, a very detailed and thorough analysis. 40

Score 90
(100-0)

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

Top 100 ENR firm nationally. CH2M.Hill is sub. There are several P.E.'s proposed. Proposed P.M. has 31 yrs of experience but is not a P.E.

Score 90 18
(100-0)

Criteria: Similar Recent Project Experience (25%)

They have had 4 projects recently within Seminole County. They have done many similar projects for other Florida jurisdictions. 23

Score 92
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Based on table, there is plenty of workload availability. 10

Score 100
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Located in Orlando - 5pts

Score 100 5
(100-0)

Criteria: Quality of Presentation (10%) *Will rehearsal. Good speakers/presenters.*
Presented a detailed matrix of staff expertise. Good discussion of EPA IDSE compliance/SSS.
Regression simulation of contamination event. Good discussion on optimization model.
Best Sim model. Extend + genetic algorithm models proposed.
Give the models to County for future use. Good display of cost optimization model / past experience of cost savings.
propose 9-12 month schedule for plan

Score 100
(100-0)

10

TOTAL SCORE (115 Points)

106

RANKING

1

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

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

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

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Well written technical approach. Good analysis of complexity of issues. They are familiar with County staff. Good cost-savings suggestions. Discussed assistance in obtaining grants. Very thorough analysis.

40

Score 90
(100-0)

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

Several P.E.'s are proposed for the project. A wide diversity of staff is included in the org chart. P.M. has over 18 yrs of experience. Team includes UCF Professor James Taylor.

18

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)

They have a lot of previous work in Seminole County. They have a lot of similar project experience including with Seminole County.

23

Score 92
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Based on table, plenty of workload is available

10

Score 100
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Office in Maitland - 5 pts.

5

Score 100
(100-0)

well prepared presentation

Criteria: Quality of Presentation (10%)

Propose regulatory compliance playbook. Proper 3 yr total effort - 2 yrs for master plan.
→ propose web-based GIS application. Proper, HDO Map Model → did a simulation
of G.L. area. Good contaminant example. Reiss can do
pilot testing in - house. No discussions of grant funding.
Havent done a total master plan before. Focused more on GIS.

Score 80
(100-0)

8

TOTAL SCORE (115 Points)

104

RANKING

2

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Sutro Corporation

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Technical approach is very detailed. Good descriptions of proposed software. Not specific to Seminole County.

Score 66 30
(100-0)

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

Harbor Branch Lab seems to have performed well for the County in the past. They have a current water quality contract with the County. Proposed P.M. is in Virginia. P.M. is Dr. + P.E. Two other Doctors proposed.

Score 75 15
(100-0)

Criteria: Similar Recent Project Experience (25%)

The similar projects are not that close to what is being presented as the scope for this project. The experience does not include use of the proposed EPANET model.

Score 60 15
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Based on chart, workload capacity is available.

Score 100 10
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Located in Brandon, FL - 2 pts

Score 40
(100-0)

2

Criteria: Quality of Presentation (10%)

Very general, not specific to Seminole County. Most of presentation is not applicable to this project.

Score 40
(100-0)

4

TOTAL SCORE (115 Points)

76

RANKING

3

①

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: BOYLE / CH2M HILL

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: Approach to Project/ Innovative Solutions (45%)

Proposed Five(5) step plan to produce final product
Also proposed technical models Best SIM and
EXTEND (Genetic algorithm)
Excellent approach focusing on WQ goals and capital costs
★ Also presented possible funding available from state & federal
sources
Score 85 38.25
(100-0)

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

Excellent team drawing upon expertise of two
quality national firms with local experience

Score 80 16.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

Boyle & CH2M Hill team has performed 16 Water
Quality Master Plans in Central FL

Score 85 21.25
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Project team has more than adequate availability
to perform the work in a timely manner

Score 85 8.5
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Both firms located in Central FL, w/i minutes of SCESD

Score 5 5.0
(100-0)

Criteria: Quality of Presentation (10%)

Excellent presentation focused on needs of SC wrt WQ funding, etc.

Good answers to questions, especially wrt new funding available from recent legislation

Score 85 8.5
(100-0)

TOTAL SCORE (115 Points)

97.5

RANKING

1

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: CDM / Reiss Environmental

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: Approach to Project/ Innovative Solutions (45%)

- WQ Goals – Maintain Regulatory Compliance – stay ahead of Curo
3-year Program – prepare regulatory compliance playbook w/ 60 day
Address Immediate compliance issues & Focused Deliverables
- Proposed Water Supply Planning, cost avoidance, BMP via Guidance Memo
- Use WQ Model to develop Flushing Program
- Develop CIP & Prioritization.

Score 85 38.25
(100-0)

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

Highly qualified team w/ WQ expertise on a local,
regional & national level, good depth
Have Dr. Taylor (UCF) on proposed team

Score 85 17.0
(100-0)

Criteria: Similar Recent Project Experience (25%)

CDM has designed over 20 WTPs in FL, 47 models
Reiss has performed 25 pilot WQ studies
No similar WQMP by either firm

Score 75 18.75
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Both firms state that they have adequate
workload availability

Score 85 8.5
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Both firms are local (Orlando) w/i 20-25 mins of SCESD

Score 10
(100-0)

5.0

Criteria: Quality of Presentation (10%)

Good overall presentation by all team members except Gary Reavis
Presented simulated model for NESR

Not a lot of discussion of funding issues
No order of magnitude for total cost

Score 80
(100-0)

8.0

TOTAL SCORE (115 Points)

95.5

RANKING

2

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Sutron 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: Approach to Project/ Innovative Solutions (45%)

Proposing system-wide Water Data collection using both manual & automatic methods

Proposed to utilize Real-Time Wireless SCADA System

Develop QAPP (Quality Assurance Project Plan)

GIS for Water Quality Master Plan

* Firm has little or no experience w/ WQ Master Plan for water utility, wrt distribution systems, WTPs etc

Score 55
(100-0)

~~24~~

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

Firm has done some work in water resources for SFWMD

Very small team w/ majority of staff at WPB etc.

Proposing Harbor Branch Environmental Lab as subconsultant

Only 20 staff in FL

Score 65
(100-0)

13.0

Criteria: Similar Recent Project Experience (25%)

Hydrologic modeling for SFWMD including peer review

HBEL does sampling & analysis for SC Ops Division

* No water distribution system projects presented

Only FL project presented was watershed study for Pelzer Ranch in Okeechobee

Numerous errors in written proposal

Score 55
(100-0)

13.75

Criteria: Project Team Workload/Ability to Perform (10%)

Firm states that they have adequate workload

availability starting at < 20% increasing to ~ 35% by EOY

Score 75
(100-0)

7.5

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Project office proposed is located in Bradenton

Score 2 2
(100-0)

Criteria: Quality of Presentation (10%)

Firm presented experience in surface water master plans. No. distribution system projects presented

Score 6.5 6.5
(100-0)

TOTAL SCORE (115 Points)

67.5

RANKING

3

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Sutron Corporation

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Provide their own monitoring equipment have their own lab
Unfortunately Sutron Corporation demonstrated a complete misunderstanding
of both the scope and purpose intended for this project. This could
have easily been avoided if questions had been asked during the
bid period. Disinfection Byproducts not discussed. Multiple questions

Score 50
(100-0)

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

The proposed firm is highly qualified for the approach they
presented however, since the approach was so different from
the qualifications of these individuals do not match the role as
responsible

Score 60
(100-0)

Criteria: Similar Recent Project Experience (25%)

None of the cited recent experience was applicable. Again, this
is why we have an RFI process.

Score 50
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Availability 100-100%

Score 75
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Brandon, FL
Home office in Virginia

Score 40
(100-0)

Criteria: Quality of Presentation (10%)

Unfortunately, the presentation given was not suited to our needs given
that we are a potable water utility and not a stormwater department.

Score 80
(100-0)

TOTAL SCORE (115 Points)

RANKING

3

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Boyle Engineering Corporation

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Boyle demonstrates an outstanding understanding of the project goals. They clearly illustrated the steps they would follow to achieve goals. They identified innovative ways to save money and provide improved benefit.

Score 95
(100-0)

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

The proposed personnel have very impressive resumes that are right on target for the skills we need. The addition of Cramer and CH2M Hill's staff provides a very good backup and adds to financial and hydrogeologic support staff.

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)

The cited projects are right in line with our scope. Boyle/CH2M Hill has completed 16 water quality master plans in central Florida.

Score 95
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

20%-70% availability - good breakdown

Score 85
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Orlando firm

Score 100
(100-0)

Criteria: Quality of Presentation (10%)

Boyle/CH2MHill has conducted 16 Water Quality Master Plans in Central Florida
presentation was comprehensive, but could have been more polished

Score 89
(100-0)

TOTAL SCORE (115 Points)

RANKING

1

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Camp Dresser & McKee, Inc.

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson.

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Short term WQ team is a good idea.
CDM provides the best proposal in that it outlines the scope, that
only hit the key points. The "Similar Recent Project Experience"
is a good idea.

Score 93
(100-0)

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

The proposed staff have highly impressive resumes. Interestingly,
there appear to be more staff from CDM's partner Reiss than
from CDM itself.

Score 90
(100-0)

Criteria: Similar Recent Project Experience (25%)

While many of the cited projects were applicable, some did not seem
to closely correspond to our scope.
CDM Reiss has worked on the components but has not completed
a complete water quality master plan.

Score 80
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

10% - 40% available. Given Reiss' involvement in the County's Master
Planning project and their heavy involvement in this team, I have to
question whether their availability figures are accurate.

Score 75
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Maitland - local

Score 100
(100-0)

Criteria: Quality of Presentation (10%)

Outstanding, highly polished presentation. Very straight forward and comprehensive.

Score 90
(100-0)

TOTAL SCORE (115 Points)

RANKING

2

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Sutron

QUALIFICATION COMMITTEE MEMBER: David Gregory

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Focus of effort on surface water

Score 60
(100-0)

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

Qualified personnel, focus on surface water

Score 60
(100-0)

Criteria: Similar Recent Project Experience (25%)

Surface water experience

Score 60
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Able to perform

Score 70
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Tampa/ West Palm Beach

Score 0
(100-0)

Criteria: Quality of Presentation (10%)

Good presentation data + surface water focus

Score 70
(100-0)

TOTAL SCORE (115 Points)

RANKING

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: David Ongoy

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Discussion of source, treatment, and distribution on point
Good short-term, long term description
Regulatory information submittal

Score 91
(100-0)

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

Qualified personnel

Score 92
(100-0)

Criteria: Similar Recent Project Experience (25%)

Similar projects

Score 91
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Able to perform

Score 91
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Local Firm

Score 100
(100-0)

Criteria: Quality of Presentation (10%)

Good presentation

Score 91
(100-0)

TOTAL SCORE (115 Points)

RANKING

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Boyle

QUALIFICATION COMMITTEE MEMBER: David Gregory

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

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

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

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

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

Discussed upcoming regulatory schedule concerns
Time lines for completion
Iterative deliverables, working on short-term imperative

Score 92
(100-0)

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

Qualified personnel

Score 92
(100-0)

Criteria: Similar Recent Project Experience (25%)

Gave examples of other water quality master plans developed

Score 92
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

Able to perform

Score 91
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0)

Criteria: Quality of Presentation (10%)

Score 93
(100-0)

TOTAL SCORE (115 Points)

RANKING

①

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: CDM + Reiss Env.

QUALIFICATION COMMITTEE MEMBER: Grady Lee Rudolph

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

3 yr approach - STRIKE TEAM - Get ahead of curve -
Reg. Compl. play book - with GOALS - QUANTITATIVE IMPACT.
SHORT TERM GOALS + LONG TERM GOALS - BMP'S FIRST Keep cost down
ALTERNATIVE supply impact on H₂O Age.
USE MODEL TO SUPPORT FLUSHING PROBLEMS.
47 H₂O projects monthly. MATTHE plans 17 projects - ? LOT of ground plans
H₂O QUALITY 37 projects but for mp as such
Score 94
(100-0)

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

FIRM provided sufficient detail that DEPTH OF
TEAM IS AVAILABLE TO complete task.

Score 85
(100-0)

Criteria: Similar Recent Project Experience (25%)

See above under CRITERIA

Score 88
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

FIRM provided sufficient detail that there is
resources available to complete task.

Score 60
(100-0)

①

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

BOTH of TEAM MEMBERS ARE LOCAL

Score _____
(100-0)

5pts

Criteria: Quality of Presentation (10%)

PRESENTATION VERY GOOD - PROFESSIONAL

Score 90
(100-0)

TOTAL SCORE (115 Points) _____

RANKING _____

firm to do field sampling -
only support to
help with value etc.
✓ Additional sampling + analysis - who does work.
IWS12 - how OFT1212

- when do construction systems come into play.

✓ Training on monitoring tools, web based - updated periodically -
- 1st & 2nd + 1/2

NO 1012A

2

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Boyle with CH₂M Hill

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

project
4 stage approach. Source - treatment - Dist - Top.
STEP 1 H₂O QUALITY GOALS (2) EXISTING FACILITIES EVALUATION
3) H₂O QUALITY MODEL (Hydraulic) - Auto DYE-IN TO Reverse 911!
4) ALTERNATIVES EVAL. 5) IMPLEMENTATION.
MODEL USED TO PROVIDE BEST COST (OPTIMIZATION)
4-12 months to complete project. Running models for efficiency - cost
- Grant Funds - 4 million for COGOL
Score 90
(100-0)

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

FIRM PROVIDED SUFFICIENT DETAIL THAT
FIRM IS QUALIFIED.

Score 85
(100-0)

Criteria: Similar Recent Project Experience (25%)

16 projects in Central PL area wmp projects.
PARISH GWA - MARIETTA Surface - Revised 5
of the projects - ~~SEA~~ Surface + Groundwater systems with
 Marietta Surface H₂O exp.

Score 87
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

sufficient time + ability

Score 80
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

LOCAL FIRM - ALL 90% OF TEAM MEMBERS LIVE
IN CENTRAL FL BOTH TEAM MEMBER OFFICES IN O.C.

Score 5pts
(100-0)

Criteria: Quality of Presentation (10%)

VERY NICE PRESENTATION

Score 90
(100-0)

TOTAL SCORE (115 Points) _____

RANKING _____

Questions -

✓ Sampling and Analysis - who does it? Boyle staff.

✓ How often required to update data (6 months)?

✓ How do you tie in the systems served by
other utilities - consecutive systems.

✓ Training on data provided - web based report.?

300

PS-5185-05/AJR – Master Agreement for Water Quality Master Services

SUBMITTAL COMPANY NAME: Sutrow Corp.

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Innovative Solutions (45%)

*Evaluation
on Tool*
BASIC APPROACH TO SOLUTIONS - IDENTIFY PROBLEM - collect
data - review WINTER REC. - Can use remote field data
tie into SCADA. Wireless -
GIS for mapping - very knowledgeable in the WATERSHED
Watershed issues not what we need at this time. MATHS for Surface.
WQO feed into system.

Score 60
(100-0)

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

ISO 9001 CERTIFIED - Can collect & crunch data but
did not provide specifics on our need to WQ
quality ability.

Score 60
(100-0)

Criteria: Similar Recent Project Experience (25%)

provided data tied to stream flow Surface / stream WQ
Plan review of stream flow. FDRP stream water
Baffle Contaminant removal project. Did not provide specific
info on Drinking Water Quality monitoring plan.

Score 60
(100-0)

Criteria: Project Team Workload/Ability to Perform (10%)

They have time

Score 60
(100-0)

Criteria: Location of Firm (5%)

(Regional firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score _____
(100-0)

2pts

Criteria: Quality of Presentation (10%)

OK

Score 25
(100-0)

TOTAL SCORE (115 Points)

RANKING

→ Sampling support - Reg. Sample has do we
keep from having to Report.

CONSULTANT SERVICES AGREEMENT (PS-5185-05/AJR)
WATER QUALITY MASTER SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BOYLE ENGINEERING CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 320 E. South Street, Orlando, Florida 32801, 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 provide water quality master services to 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 three (3) 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 amount paid to the CONSULTANT, including reimbursable expenses, shall not exceed the annual amount budgeted by the COUNTY for water quality master services.

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:

Seminole County Environmental Services Department
500 W. Lake Mary Blvd.
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 55.1, "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:

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

FOR CONSULTANT:

Boyle Engineering Corporation
320 E. South Street
Orlando, FL 32801

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.

BOYLE ENGINEERING CORPORATION

Witness

Witness

By: _____
A. THOMAS BROWN, P.E.
Vice-President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman
Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
5/18/05
ps-5185

Attachments:

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

EXHIBIT A

Water Quality Master Services

Scope of Services

Seminole County Environmental Services Department is seeking a Consultant to provide services including, but not limited to: collection of system-wide water quality data, laboratory testing, GIS services, hydraulic and water quality model calibration and optimization, distribution system vulnerability/early warning assessment, funding/grant research for water quality, source analysis/planning, and development of a water quality master plan. The Consultant will utilize the water quality model to assess the system-wide water quality and compliance with disinfection byproduct regulations to meet the site specific study criteria of the initial distribution system evaluation. The Consultant will conduct pilot studies, oversee permitting/bidding efforts and create preliminary and final designs for optimization of the County's water quality through modifications to source characteristics, system telemetry and improvement to the County's treatment and distribution systems. Optimization will consider water age, chlorine residual and other water chemistry characteristics specific to Seminole County. Consultant will utilize an advanced optimization algorithm to achieve optimal water quality while reducing planned capital and operation and maintenance costs. The Consultant will also provide review and periodic briefings on future regulations, assessment of County water treatment facilities, treatment evaluation, and evaluation of impacts of alternative water supply on water quality and the distribution system. The Consultant will also conduct an alternatives analysis and provide fully documented recommended improvements, schedules and cost estimates to include in the County's Capital Improvement Program and annual budget.

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:

(Company Name)

By: _____

(CORPORATE SEAL) _____, Secretary

_____, President

Date: _____

WITNESSES:

----- *****
 BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

 (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

Exhibit "D"

Truth in Negotiations Certificate

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)