

PROFESSIONAL SERVICES

15. **Approve Ranking List, Authorize Negotiations, and Award Three Master Agreements for PS-5179-05/MJB – Master Agreement for Solid Waste Management Engineering Services to PBS&J of Orlando, S2L, Incorporated of Maitland, and Jones, Edmunds and Associates of Winter Park (Aggregate Budgetary Not-to-Exceed \$490,000.00 per year).**

PS-5179-05/MJB will provide professional engineering services for waste landfills, recycling facilities, feasibility studies, and emergency debris collection oversight (if necessary) and other studies as needed. The contract period is three years with three 1-year renewal options. This project was publicly advertised and the County received six proposals (listed in alphabetical order):

- SCS Engineers (SCS)
- Jones, Edmunds & Associates, Inc. (Jones Edmunds)
- Neel-Schaffer, Inc.
- S2L, Incorporated (S2Li)
- Brown and Caldwell
- PBS&J

All six firms were invited to participate in telephone interviews in lieu of presentations.

The Evaluation Committee, which consisted of David Gregory, Acting Director, Environmental Services; Dennis Westrick, P.E., Manager PEI Division and Greg Regan, Senior Coordination, Solid Waste Division evaluated the submittals and telephone interviews giving consideration to the following criteria:

- Qualifications & Experience of Proposed Personnel
- Team Experience with Similar Projects
- Project Approach, Understanding of Project and Innovation
- Qualifications and Resources of the Firm
- Quality of the Telephone Interview
- Location of the Firm

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

- PBS&J
- S2Li
- Jones Edmunds
- Brown & Caldwell
- Neel-Schaffer
- SCS

Authorization for performance of services by the Consultants under these agreements shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project. The term of the contracts is three years with three 1-year renewal options. The estimated contract value is \$490,000.00 per year total for the three contracts combined.

Environmental Services/Solid Waste Management and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate, and authorize the Chairman to execute the Agreements as prepared by the County Attorney's Office.

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

PS NUMBER: PS-5179-05/MJB
 PS TITLE : Master Agreement for Solid Waste Management –
 Engineering Services
 DATE: April 1, 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-	RESPONSE -5-
SCS Engineers 3012 U.S. Hwy 301 N., Suite 700 Orlando FL 33619-2242 Raymond J. Dever, VP 813-621-0080 – Phone 813-623-6757 – Fax	Jones, Edmunds and Associates 1685 Lee Rd., Suite 250 Winter Park, FL 32789 John P. Arnold, P.E. 407-740-7400 – Phone 407-647-8080 – Fax	Neel-Schaffer 2600 Lake Lucien Drive, Ste. 117 Maitland, FL 32751 Ron Beladi, P.E. 407-647-6623 – Phone 407-539-0575 – Fax	S2L, Incorporated 529 Versailles Drive, Suite 103 Maitland, FL 32751-4589 Samuel B. Levin, P.E. 407-475-9163 – Phone 407-475-9169 – Fax	Brown and Caldwell 850 Trafalgar Court, Suite 300 Maitland, FL 32751 James Nissen 407-661-9500 – Phone 407-661-9599 – Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
PBS&J 482 South Keller Road Orlando, Florida 32810-6101 David E. Deans, P.E. 407-647-7275 407-647-0624				

Tabulated by Pete Maley – Posted 6/10/2005 (9:30 A.M.)

Short-list: All Six Firms are short-listed
 Presentations Date: Telephone Interviews beginning at 1:00 pm on 6/8/2005 conducted at Environmental Services, 500 W. Lake Mary Blvd., Small Conference Room, Sanford, FL
 Recommendation: Recommend awards to: PBS&J, S2L Incorporated and Jones, Edmunds and Associates.
 BCC Date: Tuesday, July 26, 2005

PRESENTATION RANKINGS

PS-,5179-05/MJB Master Agreement for Solid Waste Mgmt Engineering Services

	D. Gregory	D. Westrick	G. Regan	TOTAL POINTS	RANKING
PBS&J ✓	1	4	1	6	1 ✓
S2Li ✓	3	1	4	8	2 ✓
JONES EDMUNDS ✓	2	5	2	9	3 ✓
BROWN & CALDWELL	4	2	5	11	4
NEEL - SCHAFER	5	6	2 3	13 14	5
SCS	6	3	6	15	6

We approve the above stated ranking:

Recommend Awards to the top three firms.

DAVID GREGORY

[Signature]
06-08-05

DENNIS WESTRICK

[Signature]
6/8/05

GREG REGAN

[Signature]

CONFLICT OF INTEREST STATEMENT

1. Project: **PS-5179-05/MJB – Master Agreement for Solid Waste Management**
2. Policies and procedures governing the County's procurement program are uniform County-wide, established by Ordinance, and in compliance with all applicable local, state and federal rules and regulations. The policies and procedures address employee and elected official conflicts of interest. See, ss. 112.313, Fl. Stat. (1989); ss. 220.112 Seminole County Code; ss. 400-004, Personnel Policies and Procedures of Seminole County.
3. Conflicts of Interest may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. Activities which may be in conflict with the proper discharge of duties in the public interest may include: the solicitation or acceptance of gifts, doing business with the County, the acceptance of things of value to influence a vote or other action, the misuse of a public position to secure a special privilege, or arrangements concerning potential employment with a firm being considered for the procurement activity.
4. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

I state that I have considered my obligation to put the public interest above personal interest. Although, I believe that I have no conflict of interest concerning the above firms and organizations; I disclose the following relationships between myself, family members, and my friends concerning the above firms and organizations: **If no disclosures, state "none".**

None

David Guggen
Elected Official/Employee (Name)

Solid Waste Manager
Title

Date: 04-18-05

**Qualification Team Considerations for
PS-5179-05/MJB – Master Agreement for Solid Waste Management**

Congratulations on your selection as a Qualifications Team member! The County's mission is to award quality contracts and your evaluation is key to our success. The evaluation process includes examining each proposal in detail against the standards established in the evaluation criteria and the requirements set forth in the solicitation, and assigning a rating, with a supportive narrative. The proposal evaluation process must be conducted in a fair, comprehensive, and impartial manner.

The principal purposes of the process are to:

- Determine which proposals are acceptable.
- Provide a sound basis for the Commissioners to make an informed and reasoned selection by:
 - Presenting a clear picture of the issues considered during the evaluation by identifying areas of uncertainty as well as those, which provide substantial assurance of a successful outcome.
 - Listing the strengths, weaknesses, and risks of each proposal. (See guidelines for the Qualification Team).

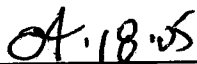
Rules:

1. Each member of the Qualifications Committee is responsible for evaluating the Firm's Proposals. Each evaluation must be done individually and the evaluation must reflect individual analysis.
2. All members of the committee are hereby instructed not to contact any of the Proposers until after the contract award has been made. The Proposers are prohibited from contacting any of the Qualifications Committee members, **either directly or indirectly via other County employees**, and any attempts made by them, must be reported to the County Purchasing Division, Purchasing Manager or Contracts Supervisor.
3. The County requires the full and complete adherence to and compliance with Florida's public record law and public meetings. The Qualifications Committee meeting(s) will be recorded and minutes will be kept in order to comply with this requirement.

I will comply with the above requirements:



Signature



Date

**Please return the completed forms with your assessment at the
Evaluation/Qualifications Committee meeting.**

BROWN & CALDWELL**DAVID GREGORY**

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	93	27.9	
Team Experience with Similar Projects	25%	92	23	
Project Approach, Understanding & Innovation	25%	92	23	
Qualifications & Resources of Firm	10%	92	9.2	
Quality of Telephone Interview	5%	95	4.75	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			92.85	4

JONES EDMUNDS

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	93	27.9	
Team Experience with Similar Projects	25%	92	23	
Project Approach, Understanding & Innovation	25%	93	23.25	
Qualifications & Resources of Firm	10%	92	9.2	
Quality of Telephone Interview	5%	95	4.75	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			93.1	2

NEEL - SCHAFFER

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	93	27.9	
Team Experience with Similar Projects	25%	91	22.75	
Project Approach, Understanding & Innovation	25%	92	23	
Qualifications & Resources of Firm	10%	93	9.3	
Quality of Telephone Interview	5%	92	4.6	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			92.55	5

PBS&J

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	93	27.9	
Team Experience with Similar Projects	25%	93	23.25	
Project Approach, Understanding & Innovation	25%	93	23.25	
Qualifications & Resources of Firm	10%	95	9.5	
Quality of Telephone Interview	5%	97	4.85	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			93.75	1

S2Li

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	93	27.9	
Team Experience with Similar Projects	25%	92	23	
Project Approach, Understanding & Innovation	25%	93	23.25	
Qualifications & Resources of Firm	10%	92	9.2	
Quality of Telephone Interview	5%	94	4.7	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			93.05	3

SCS

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	93	27.9	
Team Experience with Similar Projects	25%	92	23	
Project Approach, Understanding & Innovation	25%	91	22.75	
Qualifications & Resources of Firm	10%	92	9.2	
Quality of Telephone Interview	5%	91	4.55	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			92.4	6

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

FIRMS'S NAME: **BROWN & CALDWELL**

1:10 to 1:30

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

93

SCORE

Knowledgeable of Seminole Co.

Worked on closed CFS in Indian River Co. w/ citizen drop offs

Criteria (25%):

Team Experience with Similar Projects.

92

SCORE

Work on closed CFS, siting transfer station in Palm Beach

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

92

SCORE

Specific innovation examples provided

Criteria (10%):

Qualifications and Resources of the Firm.

92

SCORE

Nation-wide firm

Maitland (Seminole Co.) office

Criteria (5%):

Quality of Telephone Interview.

95

SCORE

Good interview answered questions on-point.

Criteria (5%):

Location of the Firm

100

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

FIRMS'S NAME: JONES EDMUNDS

1:35 to 1:55

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

93
SCORE

Experienced personnel

Criteria (25%):

Team Experience with Similar Projects.

92
SCORE

Closed CF experience - anal inspection, etc.

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

93
SCORE

Described innovative closure experience
Provided hurricane assistance in Marion, Polk, Clay Cos.
Description of technology to save money

Criteria (10%):

Qualifications and Resources of the Firm.

92
SCORE

Primary office in Gainesville
270 person firm, 5 people in Orange Co. office

Criteria (5%):

Quality of Telephone Interview.

95
SCORE

Good interview

Criteria (5%):

Location of the Firm

100
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

FIRMS'S NAME: NEEL-SCHAFER

2:00 to 2:20

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

93

SCORE

Experienced personnel
Sole St. CF in Miami (team member)

Criteria (25%):

Team Experience with Similar Projects.

91

SCORE

Orange county expansion experience
provided hurricane assistance
Sole St. CF in Miami

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

92

SCORE

Concise explanation. Specific project examples and outcomes
provided
work on govt jobs only.

Criteria (10%):

Qualifications and Resources of the Firm.

93

SCORE

Maitland - 35 employees
450 employees in total

Criteria (5%):

Quality of Telephone Interview.

92

SCORE

Satisfactory interview

Criteria (5%):

Location of the Firm

700

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

FIRMS'S NAME: PBS&J

2:30 to 2:50

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

93
SCORE

Experienced personnel

Criteria (25%):

Team Experience with Similar Projects.

93
SCORE

Closed LF experience - Sanlando LF, Palm Beach, Sarasota
Experience w/ new facilities

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

93
SCORE

Discussion of County resources
Examples of innovative ideas

Criteria (10%):

Qualifications and Resources of the Firm.

95
SCORE

Maitland office - 450 people
Nation wide 3700 people

Criteria (5%):

Quality of Telephone Interview.

97
SCORE

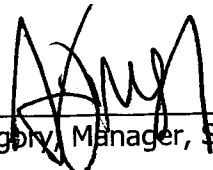
Very good interview. On-point with answers

Criteria (5%):

Location of the Firm

100
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

FIRMS'S NAME: SCS

3:20 to 3:40

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

93

SCORE

Experienced personnel

Criteria (25%):

Team Experience with Similar Projects.

92

SCORE

Experience with CFS and Seminole County
Seminole County hurricanes

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

91

SCORE

Worked with other similar projects

Criteria (10%):

Qualifications and Resources of the Firm.

92

SCORE

Big National firm - solid waste specialization
Daytona office - 2 people
Tampa office - 35 people
Nation wide 500 people

Criteria (5%):

Quality of Telephone Interview.

91

SCORE

Satisfactory

Criteria (5%):

Location of the Firm

100

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

FIRMS'S NAME: S2Li

2:55 to 3:15

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

93

SCORE

Experienced personnel

Criteria (25%):

Team Experience with Similar Projects.

92

SCORE

Personnel on team worked on ~~Sanludo~~ Sanludo. Gladding-Jacksons
~~Siding~~ Siding study experience

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

93

SCORE

Experience with similar projects

Criteria (10%):

Qualifications and Resources of the Firm.

92

SCORE

Maitland office
Smaller firm

Criteria (5%):

Quality of Telephone Interview.

94

SCORE

Good phone interview

Criteria (5%):

Location of the Firm

100

SCORE

EVALUATION TEAM MEMBER:

David Gregory, Manager, Solid Waste Division

CONFLICT OF INTEREST STATEMENT

1. Project: **PS-5179-05/MJB – Master Agreement for Solid Waste Management**
2. Policies and procedures governing the County's procurement program are uniform County-wide, established by Ordinance, and in compliance with all applicable local, state and federal rules and regulations. The policies and procedures address employee and elected official conflicts of interest. See, ss. 112.313, Fl. Stat. (1989); ss. 220.112 Seminole County Code; ss. 400-004, Personnel Policies and Procedures of Seminole County.
3. Conflicts of Interest may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. Activities which may be in conflict with the proper discharge of duties in the public interest may include: the solicitation or acceptance of gifts, doing business with the County, the acceptance of things of value to influence a vote or other action, the misuse of a public position to secure a special privilege, or arrangements concerning potential employment with a firm being considered for the procurement activity.
4. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

I state that I have considered my obligation to put the public interest above personal interest. Although, I believe that I have no conflict of interest concerning the above firms and organizations; I disclose the following relationships between myself, family members, and my friends concerning the above firms and organizations: **If no disclosures, state "none".**

None

G. REGAN

Elected Official/Employee (Name)

OPERATIONS MANAGER

Title

Date: 4-16-05 6-8-05

**Qualification Team Considerations for
PS-5179-05/MJB – Master Agreement for Solid Waste Management**

Congratulations on your selection as a Qualifications Team member! The County's mission is to award quality contracts and your evaluation is key to our success. The evaluation process includes examining each proposal in detail against the standards established in the evaluation criteria and the requirements set forth in the solicitation, and assigning a rating, with a supportive narrative. The proposal evaluation process must be conducted in a fair, comprehensive, and impartial manner.

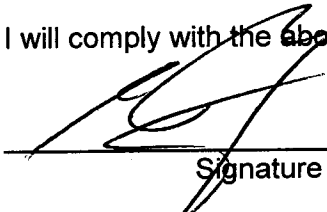
The principal purposes of the process are to:

- Determine which proposals are acceptable.
- Provide a sound basis for the Commissioners to make an informed and reasoned selection by:
 - Presenting a clear picture of the issues considered during the evaluation by identifying areas of uncertainty as well as those, which provide substantial assurance of a successful outcome.
 - Listing the strengths, weaknesses, and risks of each proposal. (See guidelines for the Qualification Team).

Rules:

1. Each member of the Qualifications Committee is responsible for evaluating the Firm's Proposals. Each evaluation must be done individually and the evaluation must reflect individual analysis.
2. All members of the committee are hereby instructed not to contact any of the Proposers until after the contract award has been made. The Proposers are prohibited from contacting any of the Qualifications Committee members, either directly or indirectly via other County employees, and any attempts made by them, must be reported to the County Purchasing Division, Purchasing Manager or Contracts Supervisor.
3. The County requires the full and complete adherence to and compliance with Florida's public record law and public meetings. The Qualifications Committee meeting(s) will be recorded and minutes will be kept in order to comply with this requirement.

I will comply with the above requirements:



Signature

4-16-05 6-8-05

Date

**Please return the completed forms with your assessment at the
Evaluation/Qualifications Committee meeting.**

BROWN & CALDWELL

GREG REGAN

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	89	26.7	
Team Experience with Similar Projects	25%	88	22	
Project Approach, Understanding & Innovation	25%	88	22	
Qualifications & Resources of Firm	10%	89	8.9	
Quality of Telephone Interview	5%	90	4.5	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			89.1	5

JONES EDMUNDS

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	89	26.7	
Team Experience with Similar Projects	25%	89	22.25	
Project Approach, Understanding & Innovation	25%	89	22.25	
Qualifications & Resources of Firm	10%	89	8.9	
Quality of Telephone Interview	5%	89	4.45	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			89.55	2

NEEL - SCHAFFER

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	89	26.7	
Team Experience with Similar Projects	25%	88	22	
Project Approach, Understanding & Innovation	25%	88	22	
Qualifications & Resources of Firm	10%	89	8.9	
Quality of Telephone Interview	5%	89	4.45	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			89.05	3

PBS&J

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	89	26.7	
Team Experience with Similar Projects	25%	89	22.25	
Project Approach, Understanding & Innovation	25%	89	22.25	
Qualifications & Resources of Firm	10%	90	9	
Quality of Telephone Interview	5%	90	4.5	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			89.7	1

S2LI

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	89	26.7	
Team Experience with Similar Projects	25%	88	22	
Project Approach, Understanding & Innovation	25%	89	22.25	
Qualifications & Resources of Firm	10%	90	9	
Quality of Telephone Interview	5%	90	4.5	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			89.45	4

SCS

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	89	26.7	
Team Experience with Similar Projects	25%	87	21.75	
Project Approach, Understanding & Innovation	25%	87	21.75	
Qualifications & Resources of Firm	10%	88	8.8	
Quality of Telephone Interview	5%	85	4.25	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			88.25	6

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

FIRMS'S NAME: **BROWN & CALDWELL**

1:10 to 1:30

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

89
SCORE

EXCELLENT CREDENTIALS WITH COUNTIES IN STATE AND
NATIONWIDE

Criteria (25%):

Team Experience with Similar Projects.

88
SCORE

EXPERIENCE WITH SIMILAR + LARGER SIZE OPERATIONS
DID NOT PURSUE WORK IN DEBRIS REMOVAL FROM HURRICANE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

88
SCORE

MASTER AGREEMENT - BROAD SCOPE OF PROJECT - HAVE WORKED WITH
SEMIWOLF COUNTY IN THE PAST. THEY WERE THOROUGH / RESPONSIVE
HAVE PROVIDED COST OF SERVICES

Criteria (10%):

Qualifications and Resources of the Firm.

89
SCORE

KNOWLEDGEABLE STAFF - IN THE PAST RESPONSIVE TO THE DIVISION
NEEDS

Criteria (5%):

Quality of Telephone Interview.

90
SCORE

LEAD WAS JIM WINNEN - WHO WOULD BE LEADING THE TEAM
INFORMATIVE - POSITIVE

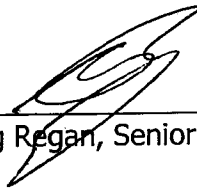
LOCAL OFFICE

Criteria (5%):

Location of the Firm

100
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
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

FIRMS'S NAME: JONES EDMUNDS

1:35 to 1:55

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

EXCELLENT CREDENTIALS WITH VAST EXPERIENCE AROUND THE
STATE AND CENTRAL DISTRICT

89
SCORE

Criteria (25%):

Team Experience with Similar Projects.

CLOSED LANDFILL EXPERIENCE - DESIGN/INSPECTION
LIMITED EXPERIENCE (ST CLOUD) WITH SLURRY WALL LANDFILL
NUMEROUS PROJECTS AND EXTENSIVE KNOWLEDGE IN BIOREACTION
ACTIVELY INVOLVED IN THE HURRICANE DEBRIS MANAGEMENT

89
SCORE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

INNOVATIVE - YOUNGER STAFF

89
SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

QUALIFICATIONS READ WELL

89
SCORE

Criteria (5%):

Quality of Telephone Interview.

LEAD JOHN ARNOLD - VERY POSITIVE VIEWED INNOVATIVE & COST
SAVING

89
SCORE

ORANGE COUNTY OFFICE (5) GAINVILLE MAIN 2ND

Criteria (5%):

Location of the Firm

100
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

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

FIRMS'S NAME: NEEL-SCHAFER

2:00 to 2:20

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

89
SCORE

EXCELLENT CREDENTIALS - LAST LANDFILL EXPERIENCE - SITING
PERMITTING

Criteria (25%):

Team Experience with Similar Projects.

88
SCORE

1. EXTENSIVE WORK IN CENTRAL FL.
2. ACTIVELY INVOLVED IN HURR. DEBRIS MANAGEMENT - INDIAN RIVER COUNTY
CLOSED LANDFILL EXPERIENCE - WORKED WITHIN SEMINOLE, STUDY IN
ORANGE - MIAMI TRADE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

88
SCORE

RISK STUDIES & IMPACT / HAVE DONE NUMEROUS COST OF SERVICE

Criteria (10%):

Qualifications and Resources of the Firm.

89
SCORE

QUALIFICATION READ WELL - COMPOSED OF MANY LOCALS

Criteria (5%):

Quality of Telephone Interview.

89
SCORE

LEAD - ROW BELARI - AGENCY OF INTERVIEW SOUNDLY SCRIPT

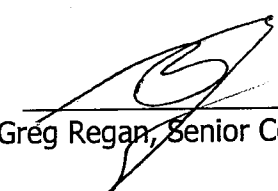
LOCAL - DAYLAW & HORN (35)

Criteria (5%):

Location of the Firm

100
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
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

FIRMS'S NAME: PBS&J

2:30 to 2:50

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

89
SCORE

CREDENTIAL READ WELL - IN ON DESIGN OF S. R. SLURRY WALL

Criteria (25%):

Team Experience with Similar Projects.

89
SCORE

CLOSED LANDFILL - SAN LANDO FOR SEN. - PRESENTLY IN PHASE
INVOLVED IN TURNKEY DESIGN - 40% STATEWIDE - BELIEVE THEIR
ABILITY TO DO FROM STATEWIDE IS AN ASSET

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

89
SCORE

LARGE FIRM / WORLDWIDE / VAR. EXPERIENCE
RATE STUDIES -

Criteria (10%):

Qualifications and Resources of the Firm.

90
SCORE

KNOWLEDGEABLE STAFF / READ WELL

Criteria (5%):

Quality of Telephone Interview.

90
SCORE

LEAD DAVID DEAN -

ORLANDO OFFICE (250)

Criteria (5%):

Location of the Firm

100
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

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

FIRMS'S NAME: S2Li

2:55 to 3:15

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

89
SCORE

EXCELLENT CREDENTIALS - LAST LANDFILL EXPERIENCE - SOME
PREVIOUSLY VISIT

Criteria (25%):

Team Experience with Similar Projects.

88
SCORE

1. HAVE BEEN PART OF PROJECTS - WORKED ON SAN LANDFILL
2. LIMITED WORK DURING HURRICANE - LIMITED BY SIZE & INTEGRITY

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

89
SCORE

1. COMPLETED THE SAN. CO. PHASE CHANGE TO RUTH BARK CLOSURE
2. RATE STUDIES - ALSO RECEIVED AWARD CO. IN LAST BREVARD

Criteria (10%):

Qualifications and Resources of the Firm.

90
SCORE

1. RESPONSIVE - HAVE WORKED WITH THE COUNTY ON DIFF. PROJECTS
HAS ALWAYS BEEN THOROUGH / PROACTIVE
2. DUE TO SIZE THEY CLAIM A PERSONAL TOUCH - HAVE LIVED UP TO

Criteria (5%):

Quality of Telephone Interview.

90
SCORE

LEAD SAN LEVINE - CONCISE / THOROUGH

LOCAL

Criteria (5%):

Location of the Firm

100
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

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

FIRMS'S NAME: SCS

3:20 to 3:40

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

89
SCORE

EXCELLENT CREDENTIALS - KNOWLEDGEABLE IN THE SOLID
WASTE INDUSTRY - 1 MEMBER WORKED ON GROUNDWATER AT UPSALA
WITH PASTS

Criteria (25%):

Team Experience with Similar Projects.

87
SCORE

1. HAVE WORKED WITH SIMILAR SIZED AGENCIES
2. CLOSED LANDFILL -
3. WERE INVOLVED IN HURRICANE MANAGEMENT (SEM.CO.) - DID NOT HAVE
ENOUGH CONTROL IN RACE - CLAIM NOW HAVE DIFFERENT PERSPECTIVE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

87
SCORE

PRESENTLY INVOLVED IN CHITLF CITIZENS AREA - SLOW MOVING

MASTER PLAN FOR ORANGE CO - L.F. RELATED - PRELIMINARY

Criteria (10%):

Qualifications and Resources of the Firm.

88
SCORE

QUALIFICATIONS READ WELL - FOCUS ON LANDFILL

Criteria (5%):

Quality of Telephone Interview.

85
SCORE

LEAD - RAY LARRO


DAYTONA BEACH - 500 FIRM

Criteria (5%):

Location of the Firm

100
SCORE

EVALUATION TEAM MEMBER:


Greg Regan, Senior Coordinator, Solid Waste Division

CONFLICT OF INTEREST STATEMENT

1. Project: **PS-5179-05/MJB – Master Agreement for Solid Waste Management**
2. Policies and procedures governing the County's procurement program are uniform County-wide, established by Ordinance, and in compliance with all applicable local, state and federal rules and regulations. The policies and procedures address employee and elected official conflicts of interest. See, ss. 112.313, Fl. Stat. (1989); ss. 220.112 Seminole County Code; ss. 400-004, Personnel Policies and Procedures of Seminole County.
3. Conflicts of Interest may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. Activities which may be in conflict with the proper discharge of duties in the public interest may include: the solicitation or acceptance of gifts, doing business with the County, the acceptance of things of value to influence a vote or other action, the misuse of a public position to secure a special privilege, or arrangements concerning potential employment with a firm being considered for the procurement activity.
4. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

I state that I have considered my obligation to put the public interest above personal interest. Although, I believe that I have no conflict of interest concerning the above firms and organizations; I disclose the following relationships between myself, family members, and my friends concerning the above firms and organizations: **If no disclosures, state "none".**

None

J. Dennis Westrick

Elected Official/Employee (Name)

Manager, PEI Division

Title

Date: 4/18/05

**Qualification Team Considerations for
PS-5179-05/MJB – Master Agreement for Solid Waste Management**

Congratulations on your selection as a Qualifications Team member! The County's mission is to award quality contracts and your evaluation is key to our success. The evaluation process includes examining each proposal in detail against the standards established in the evaluation criteria and the requirements set forth in the solicitation, and assigning a rating, with a supportive narrative. The proposal evaluation process must be conducted in a fair, comprehensive, and impartial manner.


The principal purposes of the process are to:

- Determine which proposals are acceptable.
- Provide a sound basis for the Commissioners to make an informed and reasoned selection by:
 - Presenting a clear picture of the issues considered during the evaluation by identifying areas of uncertainty as well as those, which provide substantial assurance of a successful outcome.
 - Listing the strengths, weaknesses, and risks of each proposal. (See guidelines for the Qualification Team).

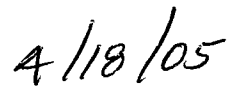
Rules:

1. Each member of the Qualifications Committee is responsible for evaluating the Firm's Proposals. Each evaluation must be done individually and the evaluation must reflect individual analysis.
2. All members of the committee are hereby instructed not to contact any of the Proposers until after the contract award has been made. The Proposers are prohibited from contacting any of the Qualifications Committee members, **either directly or indirectly via other County employees**, and any attempts made by them, must be reported to the County Purchasing Division, Purchasing Manager or Contracts Supervisor.
3. The County requires the full and complete adherence to and compliance with Florida's public record law and public meetings. The Qualifications Committee meeting(s) will be recorded and minutes will be kept in order to comply with this requirement.

I will comply with the above requirements:



Signature



Date

**Please return the completed forms with your assessment at the
Evaluation/Qualifications Committee meeting.**

BROWN & CALDWELL**DENNIS WESTRICK**

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	85	25.5	
Team Experience with Similar Projects	25%	75	18.75	
Project Approach, Understanding & Innovation	25%	85	21.25	
Qualifications & Resources of Firm	10%	85	8.5	
Quality of Telephone Interview	5%	85	4.25	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			83.25	<div>2</div>

JONES EDMUNDS

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	75	22.5	
Team Experience with Similar Projects	25%	75	18.75	
Project Approach, Understanding & Innovation	25%	75	18.75	
Qualifications & Resources of Firm	10%	75	7.5	
Quality of Telephone Interview	5%	94	4.7	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			77.2	<div>5</div>

NEEL - SCHAFFER

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	75	22.5	
Team Experience with Similar Projects	25%	75	18.75	
Project Approach, Understanding & Innovation	25%	70	17.5	
Qualifications & Resources of Firm	10%	75	7.5	
Quality of Telephone Interview	5%	75	3.75	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			75	<div>6</div>

PBS&J

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	80	24	
Team Experience with Similar Projects	25%	75	18.75	
Project Approach, Understanding & Innovation	25%	75	18.75	
Qualifications & Resources of Firm	10%	80	8	
Quality of Telephone Interview	5%	85	4.25	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			78.75	<div>4</div>

S2Li

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	80	24	
Team Experience with Similar Projects	25%	85	21.25	
Project Approach, Understanding & Innovation	25%	85	21.25	
Qualifications & Resources of Firm	10%	90	9	
Quality of Telephone Interview	5%	90	4.5	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			85	<div>1</div>

SCS

		SCORE	TOTAL	RANKING
Qualifications & Experience of Proposed Personnel	30%	80	24	
Team Experience with Similar Projects	25%	80	20	
Project Approach, Understanding & Innovation	25%	75	18.75	
Qualifications & Resources of Firm	10%	75	7.5	
Quality of Telephone Interview	5%	80	4	
Location of the Firm	5%	100	5	
TOTAL SCORE (100 Points)			79.25	<div>3</div>

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

FIRMS'S NAME: SCS

3:20 to 3:40

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

SCORE

Criteria (25%):

Team Experience with Similar Projects.

SCORE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

SCORE

Criteria (5%):

Quality of Telephone Interview.

Closed Landfills experience -

New facilities siting/design -

Hurricane experience in Escambia & Hardee Counties

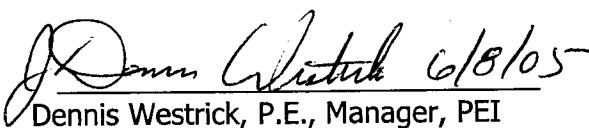
No controlled burn experience, fueling system experience

Recently acquired financial expert, Not aware of Upsala Landfill

Criteria (5%):

Location of the Firm

EVALUATION TEAM MEMBER:

 6/8/05
Dennis Westrick, P.E., Manager, PEI

PS-5179-05/MJB – Master Agreement for Solid Waste Management

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%)

Firm provides SW mgmt services across US and in FL
Key personnel have significant experience w/ similar projects
Figure 2-1 Org Chart, Table 2-3 provides Personnel/Experience Matrix
Proposing Kessler Consulting, Inc for recycling & related issues
Current & projected workload provided on Pg 1-2, based on Revenues & Capacity, not
manhours or % available.

Score 80
(100-0) 22.5

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

SCS has provided similar svcs to SCSWMD over last 6 years
Provided debris mgmt oversight after 2004 storms.
Extensive list of recent clients (see Table 2-1) Ray Lotito as Principal-in-Charge
Table 2-3 provides Personnel/Experience Matrix
Currently providing SW Engr. svcs. to Citrus, Escambia, Flaster, Hardee, Hillsborough
Orange, Santa Rosa, Seminole & Volusia County.

Score 80
(100-0) 24.0

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

Thorough understanding of services necessary by contract
Provided overview and firm philosophy for providing service
Key personnel have knowledge of and history w/ SC SWMD.
Offered project-specific Web Site, can provide Design/Build svcs.
Innovative project for recovery of LFG using microturbines

Score 75
(100-0) 22.5

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

Florida firm, began in 1988 focusing on solid waste consulting
Ranked No. 1 in ENR for SW consulting firms, worked w/ SC in the past
(based on volume of work) 2002 SWANA award for Naples Landfill LFG project
Nearest Local Office is in Daytona Beach

Score 75
(100-0) 7.5

TOTAL SCORE

76

RANKING

A

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

FIRMS'S NAME: **BROWN & CALDWELL**

1:10 to 1:30

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

SCORE

Criteria (25%):

Team Experience with Similar Projects.

SCORE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

SCORE

Criteria (5%):

Quality of Telephone Interview.

- Good overall introduction & answers

SCORE

Benefits: 1) B&C has a broad range of tech. exper. in FL - 6 other public SW utils. incl. Orange
2) Strong emphasis on Local Team - Jim Nissen w/ 30 years exper.
3) Previous exper w/ SCSWMD over past 5-6 years - example concrete put repair
4) Most B&C staff are Sum. City residents - thus quick response
* Have worked on 4 closed landfills in Indian River City, siting study for new TS in PS City

Criteria (5%):

Location of the Firm

- No emerg. maint experience during recent hurricanes
- Have done Environ. Assessments & SPCC plans

SCORE

EVALUATION TEAM MEMBER:

Dennis Westrick 6/8/05
Dennis Westrick, P.E., Manager, PEI

PS-5179-05/MJB – Master Agreement for Solid Waste Management

SUBMITTAL COMPANY NAME: Brown & Caldwell

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%)

Offering a strong local team w/ Jim Nissen as PM and others
as Task managers, Org chart provided
Diverse team w/ PEs for specific areas i.e. landfills, structural
solid waste engineering is a Core Business
Current workload chart on I-4 shows adequate availability of key staff
Subconsults to be selected as needed
Score 85
(100-0) 25.5

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

Team has worked on similar projects w/ SC at CTS, also
financial evaluations
Mentioned having worked on dozens of slurry wall containment landfills (eastern US)
PM is serving similar role for Orange County, Lake County, Indian River,
Hernando & Palm Bch counties.
Good team experience w/ example Work Authorizations
Score 75
Given for OF Lake County & PBC (100-0) 22.5

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

Thorough understanding of contract requirements, County needs
Recognized SC's closed landfills at Opsala & Sanlando
Gave illustrative example projects which may be required
Gave two (2) examples of innovative solutions for previous
clients (Hernando County & Miami-Dade County)
Score 85
(100-0) 25.5

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

Provided similar services to SC for past 5 yrs (1998 to present)
Firm is familiar w/ SC SWMD staff
National firm w/ local (Orlando) office in Maitland
Score 85
(100-0) 8.5

TOTAL SCORE

82

RANKING

2

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

FIRMS'S NAME: **JONES EDMUNDS**

1:35 to 1:55

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

SCORE

Criteria (25%):

Team Experience with Similar Projects.

SCORE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

SCORE

Criteria (5%):

Quality of Telephone Interview.

Very Good answers to all questions
Work for over 20 counties in FL, good working relationship w/ FDEP Central District
Working on over 60 closed landfills, many installed before 1985
Have performed numerous siting studies, No Central FL projects cited
Worked on leachate recycling (Polk Co.)

SCORE

94 4.7

Criteria (5%):

Location of the Firm

SCORE 5.0

EVALUATION TEAM MEMBER:

Dennis Westrick 6/8/05
Dennis Westrick, P.E., Manager, PEI

PS-5179-05/MJB – Master Agreement for Solid Waste Management

SUBMITTAL COMPANY NAME: Jones, Edmunds & Associates

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%)

Extensive list of Solid Waste service clients but no dates of ^{years SVCS.} ~~service~~ provided.
Offering John Arnold as PM w/ diverse in-house team
Detailed Project role chart provided on Page 5 w/ yrs experience, credentials
Subs proposed: Ardaman & Assoc. and Brannine & Assoc. (surveyors)
Current workload chart on Page 11 shows adequate availability of key staff

Score 75 22.5
(100-0)

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

Team has worked on similar projects in Polk, Clay, Marion and Suwanee Counties. Proposing a comprehensive team.
Provided resume's for key team members w/ specific Project Experience
Firm/team has experience w/ St. Cloud (closed slurry wall landfill)
Firm also assisted w/ hurricane assistance/monitoring for Marion, Polk & Escambia Counties

Score 75 22.5
(100-0)

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

Understand broad range of services required & activities needed
Offering systematic approach beginning w/ scope development, fee est etc.
Value-added team approach
Have provided innovative solutions such as bottom liners, exposed geomembrane cover system & structur. treatment systems.

Score 75 22.5
(100-0)

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

Stated that firm is a FL solid waste expert, no previous SW work w/ SC
JEA is Member of FDEPTA ~~Assoc.~~ well versed in local, state & Fed. SW regs.
~~FL based~~ FL based firm w/ local office in Winter Park
SWANA 2004 Gold Excellence Award For New River
SW Assoc. 75.0

Score 75 7.5
(100-0)

TOTAL SCORE

RANKING

74

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

FIRMS'S NAME: NEEL-SCHAFFER

2:00 to 2:20

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

SCORE

Criteria (25%):

Team Experience with Similar Projects.

SCORE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

SCORE

Criteria (5%):

Quality of Telephone Interview.

- Ron Belardi, - opening stmt., long description of team
Have obtained over 30 permits over past 7 years from FDEP - Central District
*Worked on closed Art Lane Landfill. * No work for Private Haulers*
Worked on Hurricane Debris coord. w/ Indian River County
Conducted financial analysis of Brevard County for cost of svcs. incl. rate impacts
Closed landfill response was weak

75 - 3.15
SCORE

Criteria (5%):

Location of the Firm

~~10.0~~ 5.0
SCORE

EVALUATION TEAM MEMBER:

Dennis Westrick 6/8/05
Dennis Westrick, P.E., Manager, PEI

PS-5179-05/MJB – Master Agreement for Solid Waste Management

SUBMITTAL COMPANY NAME: Neel - Schaffer

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%)

Offering a diverse team w/ Ron Beladi, P.E. as PM (Program Mgr).
Team has >100 yrs of collective SW Mstr. experience.
Task Managers all have over 10 years experience
Good mix of subconsults: Ardaman Assoc, Lotspeich & Assoc. etc.
Current Workload Chart provided for Key Personnel starting on Pg. I-6.
Good resume's, concise

Score ~~75~~ 75
(100-0) 24.0

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

Firm has similar experience w/ Brevard County (slurry-wall)
Actively participate in FDEP Rule Change (Workshops)
Worked on a Joint-Venture project for Orange County Landfill Expansion
Firm provided SW Master Plans for Indian River, Glades, Orange & Brevard Counties also Lake County & Volusia County (H4W)
Managed storm debris for Indian River County

Score 75
(100-0) 22.5

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

Proposed to "Manage for Success"
Thorough understanding of SC's existing facilities & systems
NSI recently completed two (2) major leachate mnt evals for Lake & Orange Count
Proposing Microsoft Office and/or Primavera Sure track for scheduling

Score 70
(100-0) 21.0

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

Florida-based firm w/ local office in Maitland, formerly WCG
Extensive experience in SW planning, design & construction
All solid waste clients are Govt. Clients

Previous work w/ SC – Public Works & Envir. Serv (Water & Sewer)

Score 75
(100-0) 7.5

TOTAL SCORE SWANA Award for Indian River Co. SW Master Plant 78.75

RANKING FICE award for Brevard County 8
CDF

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

FIRMS'S NAME: PBS&J

2:30 to 2:50

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

SCORE

Criteria (25%):

Team Experience with Similar Projects.

SCORE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

SCORE

Criteria (5%):

Quality of Telephone Interview.

85

SCORE

Large firm w/ lots of resources exper. w/ closed landfill conversions
Bee Ridge Landfill - Sarasota County, strong in ecological & geological sciences
Landfill siting in several counties incl. Manatee, Highlands Lake
Involved in 240% of recovery effort in FL following Hurricane

Assisted Orange County w/ debris mgmt following 5, Good team answers

Criteria (5%):

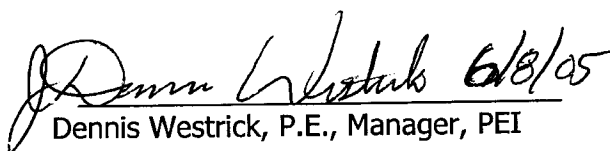
Location of the Firm

*Responsive

5.0

SCORE

EVALUATION TEAM MEMBER:

 6/8/05
Dennis Westrick, P.E., Manager, PEI

PS-5179-05/MJB – Master Agreement for Solid Waste Management

SUBMITTAL COMPANY NAME: PBS & J

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%)

Proposed project team has over 15yrs experience w/ unmatched knowledge of SC systems. David Deans, P.E. has worked w/ SC on previous assignments. Team members very familiar w/ SCESD staff.

David Deans, P.E. as Principal-in-Charge, involved w/ FDEP Rule Making. Brief resume's provide experience of key team, role on this project

Score 80
(100-0) 24.0

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

Solid Waste Services cover the gamut of necessary tasks

Provided similar svcs. for Highlands, Manatee & Sarasota County

Firm has Transfer Station design experience as well as SW Master Plans

Provided storm debris monitoring for SC for Grubbs

Score 75 22.5
(100-0)

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

Project approach to include task scoping, proposal, KO mtg. & regular communic.

Recognized Upsala Landfill as an untapped resource for the County*

Designed & permitted perimeter rim ditch for Highlands County

Provided innovative solution for Monroe County to use shredded

yard waste as cap for closed landfills.

Served as design Criteria Professional for Sarasota County

Also, ET Cap for Leon County US27 Landfill D/B Project

Score 75 22.5
(100-0)

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

National Firm w/ offices in FL, Miami-based, Local office in Maitland

Current commitments indicated project team availability increasing from 10% to ~50% over a year.

Ranked 21st top Design Firm by ENR, leader in SW Mgmt. (Four SWANA awards)

Score 80 8.0
(100-0)

TOTAL SCORE

77

RANKING

3

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

FIRMS'S NAME: S2Li

2:55 to 3:15

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

Criteria (30%):

Qualifications and Experience of Proposed Personnel.

SCORE

Criteria (25%):

Team Experience with Similar Projects.

SCORE

Criteria (25%):

Project Approach, Understanding of Project and Innovation.

SCORE

Criteria (10%):

Qualifications and Resources of the Firm.

SCORE

Criteria (5%):

Quality of Telephone Interview.

SCORE

Sam Levin, Bob Muckey, Johnny Edwards, Omar Smith
★ Responsive, personal service, ideally suited
Worked w/ Glatting Jackson for Sanlando Park, also two more landfill-to Park projects
Siting Facilities - regional landfill in Glades County, Citizens centers
Helped private clients locating facilities following Hurricane
Cost analyses efficiency studies - Nassau County, Brevard County
- would work w/ County, existing financial consultant

90 415

5.0

Criteria (5%):

Location of the Firm

SCORE

EVALUATION TEAM MEMBER:

Dennis Westrick 6/8/05
Dennis Westrick, P.E., Manager, PEI

PS-5179-05/MJB – Master Agreement for Solid Waste Management

SUBMITTAL COMPANY NAME: S2Li

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%)

S2Li has performed similar work for SC since 1997
Current team working on projects in Central FL, Project Director - Sam Levin
PM - Omar Smith, Bob Mackey, also listed Task Leaders for specialty areas
Workload chart (Section H) shows between 200-400 hours available per month
Project Team Subs: Colinas Group (hydrology), Waste Energy Tech (LFG) & Gladding-Jackson
Score 80 24.0
(100-0)

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

Firm is very familiar w/ SC & staff, very experienced team
Provided planning design & const. svcs. for Waste Mgmt. Orlando Transfer Sta.
Mr. Smith has provided extensive closed landfill svcs. for Nassau County
Relevant & detailed project experience provided on key team resumes
Focused on Similar Projects for Brevard, Orange & Seminole Counties
w/ detailed descriptions of services provide
Score 85 25.5
(100-0)

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

Thorough understanding of SC's needs and existing facilities & systems
Recognized County's closed landfills at Upsale & Sandland
Firm is actively involved in FDEP rulemaking, multi-step QA/QC procedure
Applied innovation to operating permit renewal w/rt yard waste area expansion
Provided list of specialized equipment available for use
Very streamlined Org Chart, nice photo of SC Softball Complex
* Responsiveness, avoidance of re-permitting
Score 85 25.5
(100-0)

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

Specialty SW Consulting firm located in FL w/ Maitland office
Noted only 3 slurry wall Landfills w/ Central FL FDEP District
Provided engr. svcs. for two largest transfer facilities in Central FL
in Melbourne & Orlando.
Provided Proximity Map.
Score 90 9.0
(100-0)

TOTAL SCORE

84

RANKING

1

ENGINEERING SERVICES AGREEMENT (PS-5179-05/MJB)
GENERAL SOLID WASTE MANAGEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PBS&J**, duly authorized to conduct business in the State of Florida, whose address is 482 S. Keller Road, Orlando, Florida 32810-6101, 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 general solid waste management 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 general solid waste management.

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.

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

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

of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE ENGINEER.

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

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

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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

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

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the ENGINEER shall abide by all

statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the ENGINEER.

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

FOR COUNTY:

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

FOR ENGINEER:

PBS&J
482 S. Keller Road
Orlando, FL 32810-6101

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.

PBS&J

Witness

By: _____
DAVID E. DEANS, Vice-President

Witness

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
6/27/05
ps-5179-PBSJ

Attachments:

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

EXHIBIT A

Request for Proposals – General Solid Waste Management Engineering- Master Agreement

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 Engineering

The selected firm is to provide full-service Professional Engineering services in general support of the County's comprehensive solid waste management organization.

1. Facilities Supported

Engineer will support the following County-owned facilities:

- Active solid waste landfill
- Closed solid waste landfills
- Recycling facilities
- Transfer station
- Citizen service areas that support solid waste activities
- Temporary solid waste management facilities as may be required in an emergency
- Other facilities as directed by the Solid Waste Manager

2. Activities

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

- Feasibility studies
- Engineering design
- Construction engineering services, including contracting support, resident engineering, construction inspection, and construction quality assurance
- Analyses of existing facilities and operations
- Operational and engineering cost analysis
- General environmental engineering services in support of the Solid Waste Management Division including the Environmental Compliance and Pollution Prevention Program
- Development of solid waste management related computer and data management systems

- 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
- Emergency Debris Collection oversight, in the event the County does not have a separate contract for this work.

Examples of typical work (for demonstration purposes only):

- Permit applications, renewals and modifications
- Design and modifications to solid waste management facilities
- Design and modifications to solid waste management environmental control systems
- Full-time Resident engineer
- Construction inspection
- Construction quality assurance
- Feasibility studies
- Closed landfill operations and maintenance
- Closed landfill analysis and design
- Closed landfill mapping and surveying
- Engineering activities in support of the overall solid waste management program

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 solid waste management engineering design, construction, permitting and regulatory compliance.

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:

- Class I landfills using slurry-wall leachate containment systems
- Solid waste service for local governmental agencies
- Landfills receiving at least 1,200 tons per day of municipal solid waste for disposal
- Transfer stations receiving at least 1,200 tons per day of waste
- Material Recycling Facilities receiving at least 1,000 tons per month
- Successful completion of construction projects from concept to final construction
- Working successfully with FDEP solid waste and groundwater permitting staff, particularly in the Central District Office, and other regulatory officials
- Demonstrated expertise in providing innovative solutions to solid waste permitting issues.

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:

(Company Name)

By: _____

_____, Secretary
(CORPORATE SEAL)

_____, 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)

ENGINEERING SERVICES AGREEMENT (PS-5179-05/MJB)
GENERAL SOLID WASTE MANAGEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **S2L INCORPORATED**, duly authorized to conduct business in the State of Florida, whose address is 529 Versailles Drive, Suite 103, Maitland, Florida 32751-4589, 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 general solid waste management 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 general solid waste management.

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.

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

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

of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE ENGINEER.

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

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

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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

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

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the ENGINEER shall abide by all

statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the ENGINEER.

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

FOR COUNTY:

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

FOR ENGINEER:

S2L Incorporated
529 Versailles Drive, Suite 103
Maitland, FL 32751-4589

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:

S2L INCORPORATED

_____, Secretary

By: _____
SAMUEL B. LEVIN, 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.

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
6/27/05
ps-5179-S2L

Attachments:

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

EXHIBIT A

Request for Proposals – General Solid Waste Management Engineering- Master Agreement

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 Engineering

The selected firm is to provide full-service Professional Engineering services in general support of the County's comprehensive solid waste management organization.

1. Facilities Supported

Engineer will support the following County-owned facilities:

- Active solid waste landfill
- Closed solid waste landfills
- Recycling facilities
- Transfer station
- Citizen service areas that support solid waste activities
- Temporary solid waste management facilities as may be required in an emergency
- Other facilities as directed by the Solid Waste Manager

2. Activities

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

- Feasibility studies
- Engineering design
- Construction engineering services, including contracting support, resident engineering, construction inspection, and construction quality assurance
- Analyses of existing facilities and operations
- Operational and engineering cost analysis
- General environmental engineering services in support of the Solid Waste Management Division including the Environmental Compliance and Pollution Prevention Program
- Development of solid waste management related computer and data management systems

- 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
- Emergency Debris Collection oversight, in the event the County does not have a separate contract for this work.

Examples of typical work (for demonstration purposes only):

- Permit applications, renewals and modifications
- Design and modifications to solid waste management facilities
- Design and modifications to solid waste management environmental control systems
- Full-time Resident engineer
- Construction inspection
- Construction quality assurance
- Feasibility studies
- Closed landfill operations and maintenance
- Closed landfill analysis and design
- Closed landfill mapping and surveying
- Engineering activities in support of the overall solid waste management program

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 solid waste management engineering design, construction, permitting and regulatory compliance.

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:

- Class I landfills using slurry-wall leachate containment systems
- Solid waste service for local governmental agencies
- Landfill's receiving at least 1,200 tons per day of municipal solid waste for disposal
- Transfer stations receiving at least 1,200 tons per day of waste
- Material Recycling Facilities receiving at least 1,000 tons per month
- Successful completion of construction projects from concept to final construction
- Working successfully with FDEP solid waste and groundwater permitting staff, particularly in the Central District Office, and other regulatory officials
- Demonstrated expertise in providing innovative solutions to solid waste permitting issues.

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:

(Company Name)

By: _____

Date: _____

_____, Secretary
(CORPORATE SEAL)

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

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)

ENGINEERING SERVICES AGREEMENT (PS-5179-05/MJB)
GENERAL SOLID WASTE MANAGEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **JONES, EDMUNDS AND ASSOCIATES**, duly authorized to conduct business in the State of Florida, whose address is 1685 Lee Road, Suite 250, Winter Park, Florida 32789, 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 general solid waste management 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 general solid waste management.

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.

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

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

of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE ENGINEER.

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

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

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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

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

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the ENGINEER shall abide by all

statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the ENGINEER.

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

FOR COUNTY:

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

FOR ENGINEER:

Jones, Edmunds and Associates
1685 Lee Road, Suite 250
Winter Park, FL 32789

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.

JONES, EDMUNDS AND ASSOCIATES

Witness

By: _____

STANLEY F. FERREIRA, JR.
Chief Operating Officer

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

County Attorney

AC/lpk
6/27/05
ps-5179-JEA

Attachments:

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

EXHIBIT A

Request for Proposals – General Solid Waste Management Engineering- Master Agreement

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 Engineering

The selected firm is to provide full-service Professional Engineering services in general support of the County's comprehensive solid waste management organization.

1. Facilities Supported

Engineer will support the following County-owned facilities:

- Active solid waste landfill
- Closed solid waste landfills
- Recycling facilities
- Transfer station
- Citizen service areas that support solid waste activities
- Temporary solid waste management facilities as may be required in an emergency
- Other facilities as directed by the Solid Waste Manager

2. Activities

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

- Feasibility studies
- Engineering design
- Construction engineering services, including contracting support, resident engineering, construction inspection, and construction quality assurance
- Analyses of existing facilities and operations
- Operational and engineering cost analysis
- General environmental engineering services in support of the Solid Waste Management Division including the Environmental Compliance and Pollution Prevention Program
- Development of solid waste management related computer and data management systems

- 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
- Emergency Debris Collection oversight, in the event the County does not have a separate contract for this work.

Examples of typical work (for demonstration purposes only):

- Permit applications, renewals and modifications
- Design and modifications to solid waste management facilities
- Design and modifications to solid waste management environmental control systems
- Full-time Resident engineer
- Construction inspection
- Construction quality assurance
- Feasibility studies
- Closed landfill operations and maintenance
- Closed landfill analysis and design
- Closed landfill mapping and surveying
- Engineering activities in support of the overall solid waste management program

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 solid waste management engineering design, construction, permitting and regulatory compliance.

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:

- Class I landfills using slurry-wall leachate containment systems
- Solid waste service for local governmental agencies
- Landfill's receiving at least 1,200 tons per day of municipal solid waste for disposal
- Transfer stations receiving at least 1,200 tons per day of waste
- Material Recycling Facilities receiving at least 1,000 tons per month
- Successful completion of construction projects from concept to final construction
- Working successfully with FDEP solid waste and groundwater permitting staff, particularly in the Central District Office, and other regulatory officials
- Demonstrated expertise in providing innovative solutions to solid waste permitting issues.

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:

(Company Name)

By: _____, President

Date: _____

_____, Secretary
(CORPORATE SEAL)

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)