

DESIGN – BUILD CONTRACTS

22. **Approve the ranking, authorize negotiations and award DB-0577-06/DRR – U.S. 17/92 Pedestrian Overpass Design Build Project to the team of Southland Construction Company, Inc of Apopka and Dyer, Riddle, Mills and Precourt, Inc., of Orlando (\$4,830,000.00).**

DB-0577-06/DRR will provide professional design and construction by the Design/Builder of a pedestrian overpass over U.S. Highway 17/92 at General Hutchison Parkway within the Spring Hammock Preserve just north of Longwood and Winter Springs. The overpass will accommodate multi-users such as, pedestrians, bicyclist and in-line skaters. The overpass structure will cross U.S. 17/92 at the south side of the General Hutchison Parkway intersection. The overpass will provide Cross Seminole Trail users an uninterrupted trail crossing over U.S. 17/92. The Cross Seminole Trail, constructed under a separate contract will connect to the eastern and western terminus of this overpass project.

The overpass structure will clear span U.S. 17/92 with piers located outside of the U.S. 17/92 right-of-way with the appropriate clear zone from the travel lanes. The design must accommodate the proposed widening of U.S. 17/92 by FDOT. The overpass is expected to reflect the surrounding area and be attractive, practical and functional. There will not be any lighting on the overpass.

This project was publicly advertised and the County received three submittals for Stage I (listed alphabetically):

- American Bridge Company, Orlando;
- Johnson Brothers Corporation, Orlando;
- Southland Construction Company, Inc., Apopka.

Stage I required qualifications and financial information of the interested teams to perform Design/Build services.

The Evaluation Committee, which consisted of Lenor Bromberg, P.E., Special Projects; Don Fisher, Deputy County Manager; Mark Flomerfelt, P.E., Principal Engineer; Gary Johnson, P.E., Public Works Director; and Jerry McCollum, P.E., County Engineer evaluated the submittals and agreed to short-list all three firms and request submittals for Stage II.

Stage II required technical and design information. Back-up was to include renderings and price proposals for each concept submitted.

The Evaluation Committee (with David Martin, P.E., Principal Engineer replacing Lenor Bromberg, P.E., Special Projects, who left the County)

evaluated the Stage II submittals with consideration given to the following criteria:

- Technical Proposal;
- Price Proposal;
- Completion Time.

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

- Southland Construction Company, Inc., Apopka / Dyer, Riddle, Mills and Precourt, Inc., Orlando;
- American Bridge Company, Orlando / Ayres Associates, Inc., Tampa;
- Johnson Brothers Corporation, Orlando / The LPA Group Incorporated, Orlando.

Subsequent to the posting of the evaluation results on the County's website, Mr. John Horan of Foley & Lardner LLP filed a protest of the recommended award on behalf of his client, American Bridge Company, Orlando. The protest claimed that Southland Construction Company's proposal was non-responsive because it was not unique, that the Evaluation Committee did not follow the evaluation process as outlined in the solicitation, and that the Florida CCNA Statute governing the solicitation was not followed. The Purchasing and Contracts Manager dismissed the protest based upon lack of merit. Copies of the protest and response are included in the backup.

Funding for the estimated budget amount of \$4,000,000 is in account 077541.560650 sub-ledger 2292-02. Funding for the additional amount as well as a contingency amount is being brought before the Board tonight as an adjustment to next years budget.

Public Works / Engineering Division and Fiscal Services / Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate with the top ranked firm, and authorize the Chairman to execute the final agreement as prepared by the County Attorney's office.

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

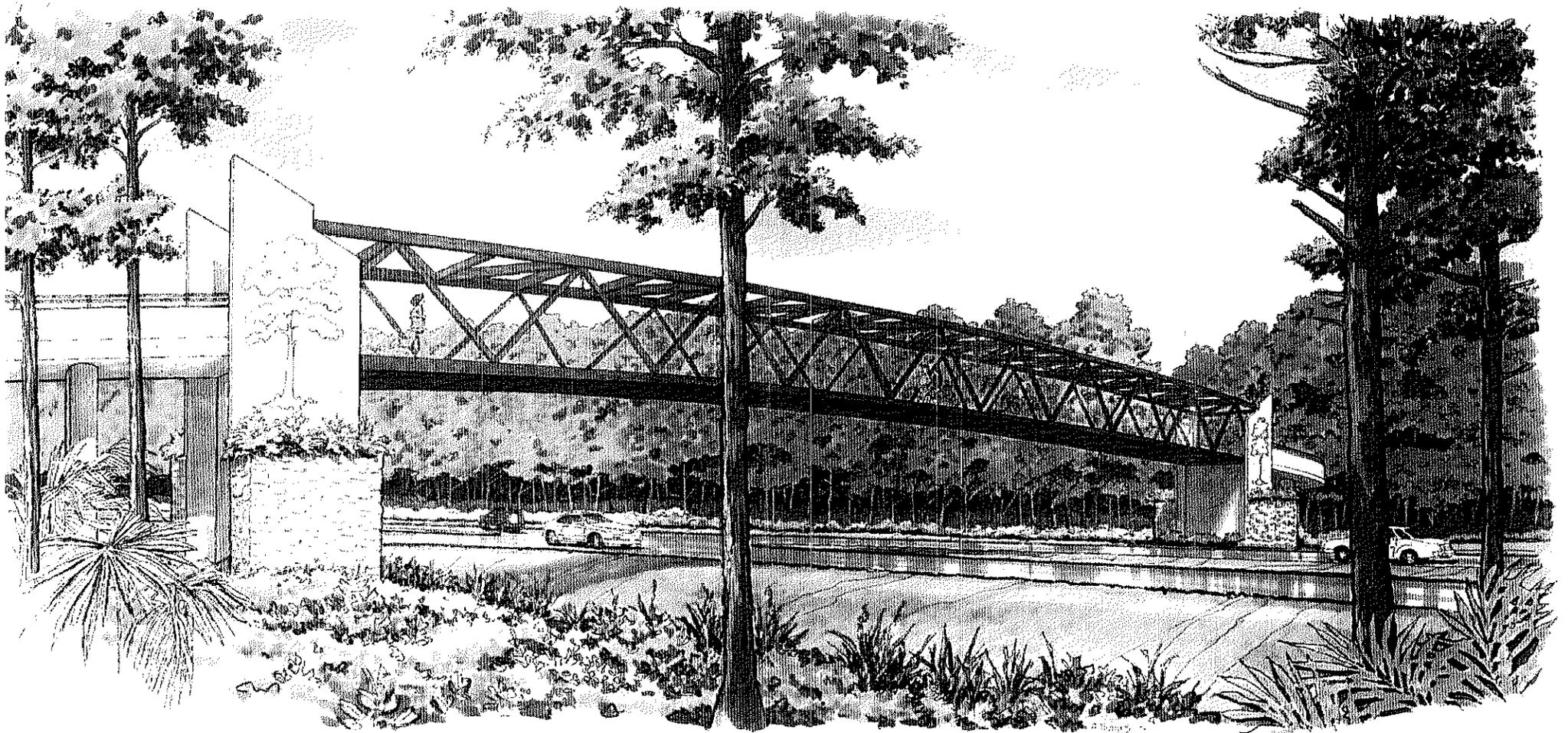
NUMBER: DB-0577-06/DRR
 TITLE: US 17/92 Pedestrian Overpass Design/Build Project
 CLOSING DATE: March 29, 2006 TIME: 2:00 P.M.

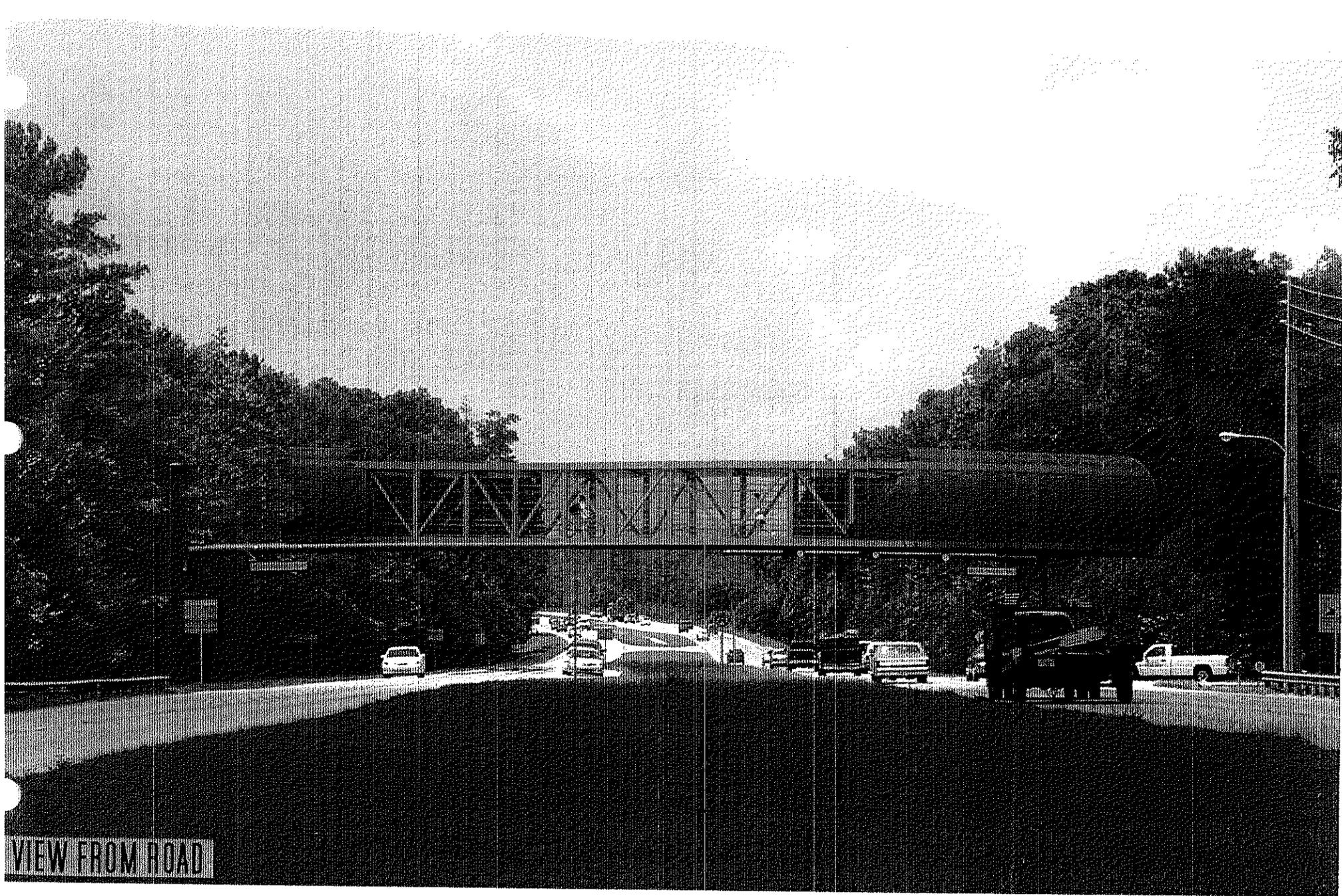
ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY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

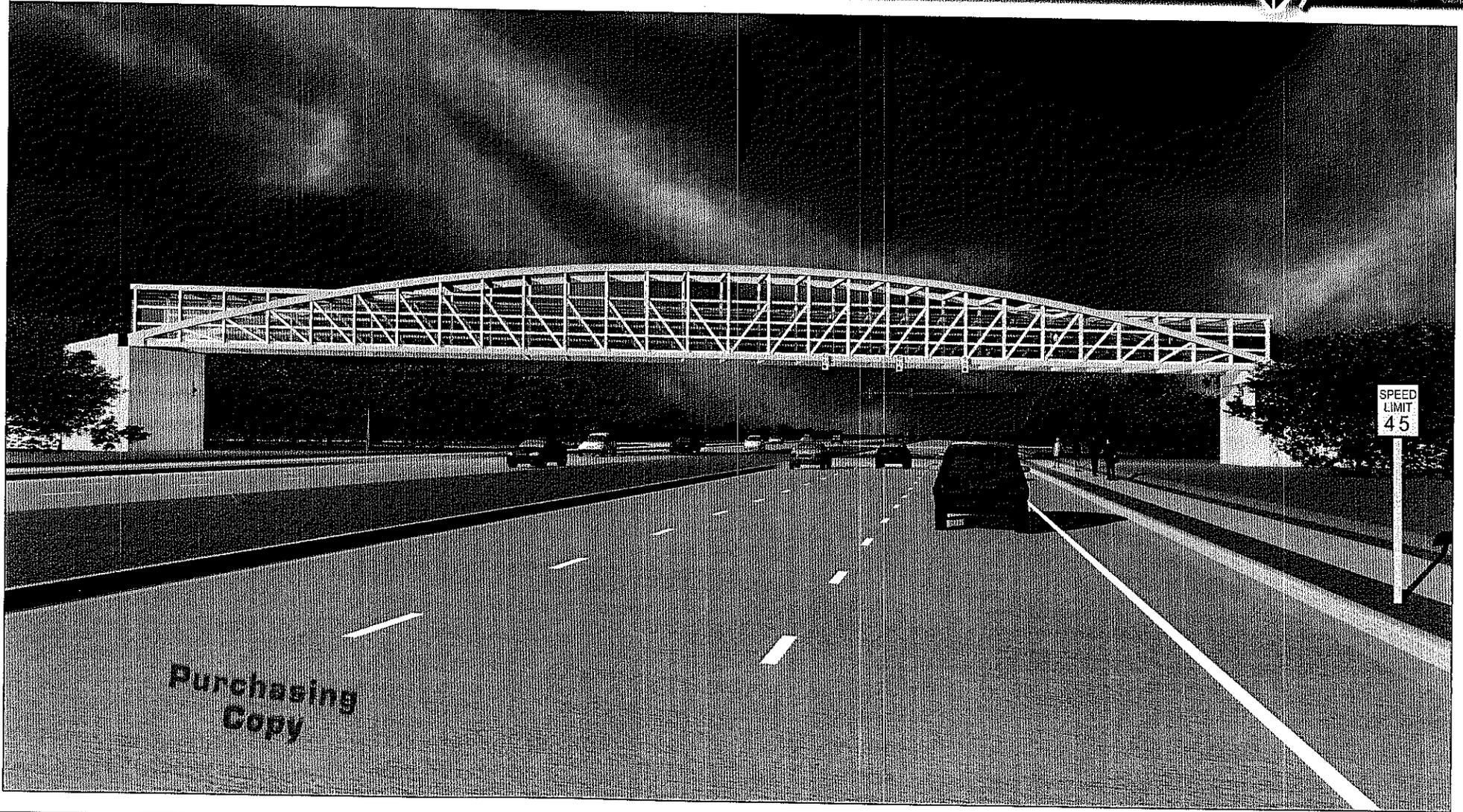
PAGE: 1 of 1

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	
American Bridge Company David Price, Operations Manager 8529 South Park Circle, Ste 250 Orlando, FL 32819 407 226-7085 Ph. 407 226-7086 Fx. Ayres Associates, Inc. Nizar Jetha, P.E., Principal 8875 Hidden River Pky., Ste 200 Tampa, FL 33637 813-978-8688 PH 813-978-9369 FX Conceptual Drawings/Price Proposed \$4,885,000.00	Johnson Brothers Corporation William McDonald, VP 7803 Greenbriar Parkway Orlando, FL 32819 407-248-9208 Ph. 407-248-2540 Fx. The LPA Group Incorporated Nasser Zituni, P.E. Two Resource Square at Central Florida Research Park 12000 Research Parkway, Ste 152 Orlando, FL 32826-2944 407-306-0200 Ph. Conceptual Drawings/Price Proposed \$5,840,000.00	Southland Construction Company, Inc. Joseph L. Raucci, VP 172 West 4 th Street Apopka, FL 32703 (407) 889-9844 Phone (407) 886-4348 Fax Dyer Riddle Mills and Precourt, Inc. 1505 E Colonial Dr Orlando, FL 32803-4705 (407) 896-0594 Phone (407) 896-4836 Fax Conceptual Drawings/Price Proposed \$4,830,000.00	

Tabulation by: D. Reed – Sr. Contacts Analyst Posted: March 30, 2006, 4:00 pm
Evaluation Meeting: April 18, 2006, 8:30 am Reflections, Lake Jesup Conference Room, 520 E. Lake Mary Blvd, Sanford, FL 32773
Short Listed Firms: All firms have been short-listed and a letter with the specifics for Phase II will be following.
Phase II Due Date: July 19, 2006, 2:00 PM EST, 1101 E. First St., Sanford, FL 32771, Purchasing and Contracts Rm 3223
Phase II Evaluation Meeting: August 23, 2006, 3:30 pm Reflections, Lake Jesup Conference Room, 520 E. Lake Mary Blvd, Sanford, FL 32773
Recommendation of Award: Southland Construction Company, Inc.
BCC Date: ~~September 12, 2006~~ Project is being suspended due to a protest filed by American Bridge Company (Posted August 31, 2006, 2:00 pm by D. Reed)
 September 26, 2006 (Posted September 6, 2006, 2:10 pm by D. Reed)







STAGE II EVALUATION RANKINGS
DB-0577-06/DRR - US 17/92 Pedestrian Overpass Design/Build Project

AMERICAN BRIDGE COMPANY
JOHNSON BROTHERS CORPORATION
SOUTHLAND CONSTRUCTION CO. INC

	M. Flomerfelt	D. Martin	D. Fisher	G. Johnson	J. McCollum	TOTAL POINTS	RANKING
	1	1	2	2	2	8	2
	3	3	3	3	3	15	3
	2	2	1	1	1	7	1

The Evaluation Committee recommends:

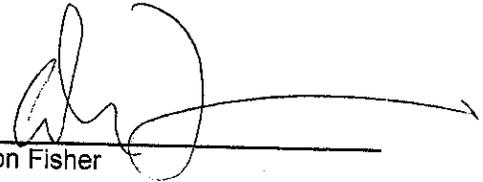
Southland Construction Co. Inc.



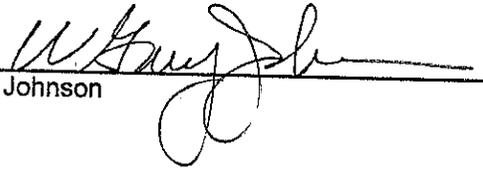
 Mark Flomerfelt



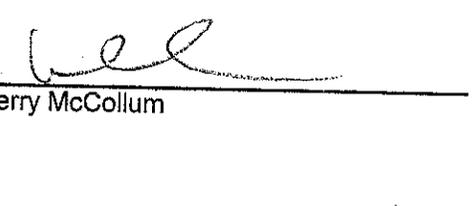
 David Martin



 Don Fisher



 Gary Johnson



 Jerry McCollum

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: American Bridge Company/Ayres Associates

QUALIFICATION COMMITTEE MEMBER: David Fisher

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Very UNIQUE DESIGN — A LOT OF EFFORT WENT INTO TRYING TO BLEND IN; HOWEVER, THE GREEN MESH GIVES THE APPEARANCE OF MASS AT THE ENDS WHICH DEFRACT FROM THE HAMMOCK. NEW PLANTING ARE PROPOSED TO BE CONSISTENT WITH THE CANOPY. WOULD BE A GOOD EXPERIENCE FOR TRAIL USERS — COORDINATED WITH FOOT FOR BOTH THE MOT AND AIRSPACE PERMIT — GOOD DISCUSSION AND OVERVIEW WITH REGARD TO SIGNAL LOCATION AND SCREENING — ADEQUATE QC — MULTIPLE MATERIALS MAY MAKE LONG TERM MAINTENANCE DIFFICULT — VERY MINIMAL TRAFFIC INTERRUPTION — DESIGN ALLOWS ANIMAL TO MOVE NORTH/SOUTH.

Score 50.7
(0-100)

Criteria: Completion Time (10%)
15 months

Score 80 - 8
(0-100)

Criteria: Price Proposal (25%)
\$4,885,000.00

Score 99 - 24.75
(0-100)

Total Score 85.45 (0-100) Ranking 2

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: Southland Construction, Inc./DRMP

QUALIFICATION COMMITTEE MEMBER: Don Fisher

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

CLEAN LOOK. TEXTURE CAN BE SEEN FROM ROAD (PULLED OUT).
ALSO, PLANKS ARE PILED OUT UP INTO THE MAJOR SPAN PILES.
STAMPING ON PILES TIE-IN THE CAPS OF THE HAMMOCK —
DESIGN OF RAMP ALLOW ANIMALS TO MOVE NORTH AND SOUTH.
SURETY VALUES TO COMPLY WITH CALIF. LEGISLATION WILL EXCEED THE
TRAIL — MAINTENANCE IS ZINC COATING; DISCUSSED THE
DESIGN BEING EASILY ACCESSIBLE BUT WITH NO DISCUSSION ON
HOW TO GET TO THE PLANTER BOX — TRAFFIC: MINIMAL
DISCUSSION — NOT MUCH DETAIL REGARDING TECHNICAL PROPOSAL,
HOWEVER, THERE APPEARS TO BE A SUFFICIENT UNDERSTANDING OF
THE ISSUES.

Score 55.25
(0-100)

Criteria: Completion Time (10%)

16 months

Score 75 - 7.5
(0-100)

Criteria: Price Proposal (25%)

\$4,830,000.00

Score 100 - 25
(0-100)

Total Score 87.75 (0-100) Ranking 1

ATTACHMENT (A)

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: American Bridge Company/Ayres Associates/PBS&J

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Very good - No wetland impacts?
Maintenance free structure
? built narrower bridge (ped) 52.0
Signal. Very good Score 80
No utility relocation cost. (0-100)

Criteria: Completion Time (10%)

15 month schedule
Good # 7.8
Score 78
(0-100)

Criteria: Price Proposal (25%)

\$4,885,000.00 24.75
Score 99
(0-100) 84.55

Total Score 84.55 (0-100) Ranking 2

**DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass**

SUBMITTAL COMPANY NAME: Southland Construction, Inc./DRMP

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Covered signal well.
Very good. Aspects well thought out.
Minimal maintenance. Had done various ped.
projects. No wetland impacts?
utility impacts addressed very well. Score 84
 (0-100)

54.60

Criteria: Completion Time (10%)

16 months
Good +

7.7

Score 77
(0-100)

Criteria: Price Proposal (25%)

\$4,830,000.00

25.0

Score 100
(0-100)

Total Score 87.3 (0-100) Ranking 1

87.3

ATTACHMENT (A)

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: American Bridge Company/Ayres Associates/PBS&J

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Good team, extensive experience, bridge curvature features,
tree-like abutments/columns, minimal utility info. (\$5K)
Fits well with environment, blending in with trees on each end
Score 90
(0-100)

Criteria: Completion Time (10%)

456 calendar days (15 months)
Score 90
(0-100)

Criteria: Price Proposal (25%)

\$4,885,000.00
Score 99
(0-100)

Total Score 92.25 (0-100) Ranking 2

**DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass**

SUBMITTAL COMPANY NAME: Johnson Brothers Corporation/The LPA Group

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Comprehensive approach, standard fabricated structure, heavy emphasis on MOT & stormwater, minimal utilities assessment. (#75K)
Some design/build experience, extensive quality control plan, no utility plan
Score 85
(0-100)

Criteria: Completion Time (10%)

12 months

Score 100
(0-100)

Criteria: Price Proposal (25%)

\$5,840,000.00

Score 83
(0-100)

Total Score 86 (0-100) Ranking 3

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: Southland Construction, Inc./DRMP

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Warren Truss w/ decorative piers, signals on truss structure, includes
(B/11015) utility adjustment costs. Use of spread fastings due to conditions
Comprehensive, considers maintenance & aesthetics
Extensive SC experience, ped bridges Score 95
(0-100)

Criteria: Completion Time (10%)

16 months

Score 80
(0-100)

Criteria: Price Proposal (25%)

\$4,830,000.00

Score 100
(0-100)

Total Score 94.75 (0-100) Ranking 1

ATTACHMENT (A)

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: American Bridge Company/Ayres Associates/PBS&J

QUALIFICATION COMMITTEE MEMBER: A. Flomen

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Very Solid Technical Proposal
Piers Lessen Footprint of Final Product
City Has Change Will Be Creation
ANLA. Standard to Team Score 88
(0-100)

Criteria: Completion Time (10%)

456 Calendar Days
Detailed Schedule Looked At
Every Detail of Process Score 85
(0-100)

Criteria: Price Proposal (25%)

\$4,885,000.00

 _____ Score 99
(0-100)

Total Score 90.45 (0-100) Ranking 1

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: Johnson Brothers Corporation/The LPA Group

QUALIFICATION COMMITTEE MEMBER: A Fromentel

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

FILES VS SPREAD FOOTING DESIGN - MSE WALLS
FOR ENTIRE LENGTH

Score 82
(0-100)

Criteria: Completion Time (10%)

12 MONTHS ± 360 DAYS (30A/M)
SUPERIOR HAC MINIMAL DETAIL

Score 90
(0-100)

Criteria: Price Proposal (25%)

\$5,840,000.00

Score 83
(0-100)

Total Score 83.05 (0-100) Ranking 3

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUBMITTAL COMPANY NAME: Southland Construction, Inc./DRMP

QUALIFICATION COMMITTEE MEMBER: M. Fioravalle

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

GOOD EXPERIENCE, WELL DOCUMENTED
TEST PROPOSAL

Score 85
(0-100)

Criteria: Completion Time (10%)

16 MONTHS, ± 480 DAYS (30D/M)
SCHEDULE HAS MINIMUM DETAIL

Score 80
(0-100)

Criteria: Price Proposal (25%)

\$4,830,000.00

Score 100
(0-100)

Total Score 88.25 (0-100) Ranking 2

**DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass**

SUMMITAL COMPANY NAME: American Bridge Company/Ayres Associates

QUALIFICATION COMMITTEE MEMBER: David Martin

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Team Subconsultants – Ayres, PSI

Criteria: Technical Proposal (65%)

1. Technical Approach 96

Span is a "Warren with Vertical Supports" truss that spans the entire R/W with abutments 5' beyond R/W and accommodates future widening. The vertical clearance is 18.3' with modified signal heads, instead of 20.7 with no change to signals. The truss deck and ramps decks are poured in place concrete. The two (2) abutments are supported by steel pipe pile foundations. PSI to develop test pile program, including dynamic load testing of the two test piles, one at each abutment. The ramps decks are poured in place concrete constructed at a 5% slope supported by piers with MSE walls and landscaped embankments near touchdown.

2. Aesthetics 100

3. Safety and Security 96

4. Maintainability 96

Concrete used on abutments, ramps, and bridge deck with a Class V smooth finish coating. Anti graffiti coating to exposed concrete surfaces below 10' above natural ground. Steel bridge structure and supporting frames to receive a 3 coat high performance coating system consisting of zinc primer, epoxy intermediate coat and finish coat with a 20 year warranty. The aluminum mesh will receive a kynar finish with a 20 year minimum warranty. Chain link to be galvanized or vinyl-coated depending on location. Railings will be mill finished aluminum. Landscape hand watering for 1-year period after project completion. Continue Gravity walls to within 1' of natural ground.

5. Innovativeness 100

6. Maintenance of Traffic 96

FDOT Index 600. Span entire R/W, abutments 5' from R/W, vertical clearance 18.3' w/ modified signal instead of 20.7' Road shut down only one weekend to erect truss. 17/92 shut down a maximum of 4 weekends for the entire project and limited to weekend nights (Friday thru Sunday). Lane closures to have full time supervision and employ police

David Martin

DB-0577-06/DRR – EVALUATION – American Bridge

Page 2

08-23-06

7. Quality Control 100

Self perform concrete and steel erection. AA records management program, designed under a Design Quality Assurance Plan (DQAP). Allen Dronko, Project Manager, and Gary McDonald, Project Superintendent, will be on-site, full time while construction activities are taking place. Professional Services, Inc. (PSI) will perform the required Geotechnical, material testing, and inspection services during the course of the project. PSI already perform geo testing at the location of the two main bridge abutments.

8. Coordination Plan 100

Allen will be involved from NTP through design and on-site for construction phase. Arbor, SJRWMD, NPDES permits & fees included in schedule and price. Utilities only Progress Energy and Seminole County have utilities in the vicinity. Allen Dronko, Project Manager, AB – Point of Contact

Cost to relocate (bury) Florida Power and Seminole County lines.

9. Other 100

Handle drainage ditch on SW corner?

Score 98.22
(0-100)

Criteria: Completion Time (10%)

456 calendar days (15 months)

Score 95
(0-100)

Criteria: Price Proposal (25%)

\$4,885,000.00 Price does not include utility relocation from aerial to Underground for Progress Energy or Seminole County?

Utility relocation \$5,000

Signing \$6,600

Score 99
(0-100)

Total Score 98.09 (0-100) Ranking 1

DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass

SUMMITAL COMPANY NAME: Johnson Brothers Corporation/The LPA Group

QUALIFICATION COMMITTEE MEMBER: David Martin

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Team Sub consultants – LPA, Nodarse & Assoc. Southeastern Survey & Mapping Corp. (SSMC), GAI Consultants, GMB, Quest Corp.

Criteria: Technical Proposal (65%)

1. Technical Approach 100

Span is a "Bow" truss (Steadfast) that spans 210 feet, the entire R/W and accommodates future widening. The truss design will meet the FDOT's newly developed criteria for use of wide flanges for top and bottom cords. The new criteria eliminates the use of tubular sections for top and bottom cords due to maintenance and inspection issues. Vinyl coated fencing material is proposed along both sides of the span and are attached to steel tube frame to form a ten-foot high screen. The vertical clearance is 17.5' with the relocation of the SB 17/92 mast arm. Bridge end-bents are concrete caps supported on prestressed concrete pile foundations. The ramps shall be constructed at a 5% slope supported by stamped MSE walls constructed the length of the ramps. Standard ramp railing system as per FDOT Index 860.

Proposed Bridge will require temporary construction easements approximately 10' beyond the current R/W and extending 250 feet from east abutment. Also clearing an additional 500 feet beyond the end of construction within the trail R/W on the east side for temporary storage of materials.

2. Aesthetics 98

3. Safety and Security 98

4. Maintainability 98

Truss 50 ksi painted steel designed and fabricated by Steadfast and come with a 10 year warranty against defects in materials and workmanship. The use of wide flanges for top and bottom cords of the truss structure reduces maintenance and inspection costs. Fencing material will be installed to minimize repair and removal to trail users and vehicular traffic below. The bridges riding surface will utilize 5,500 psi reinforced concrete. Class V coating applied to all concrete elements. Anti graffiti coating to all accessible concrete surfaces. Low maintenance expansion joints (Dow Corning 902) are proposed for the overpass. Hot poured rubber will be used at all joints alleviating the need to replace seals.

David Martin

5. Innovativeness 98

6. Maintenance of Traffic 100

Structure constructed in two Phases with multiple sub-phases to minimize delays to motorists, maximizing safety, and to insure constructability. Access from US 17/92. Deliveries in non peak hours.

7. Quality Control 96

Quality Management Plan. Nodarse will perform the required geotechnical, material testing, and inspection services during the course of the project.

8. Coordination Plan 98

FDOT, Traffic Signals, Utilities, and SJRWMD permits included in schedule.

William McDonald, Project Director, Johnson Brothers - Point of contact

Contractor to pay permit fees

9. Other 96

Based on borings performed, potentiometric levels (artesian conditions) are greater than elevation +24 ft NGVD.

Cost of Utility relocation?

Continue Gravity walls to within 1' of natural ground.

Handle drainage ditch on SW corner?

Score 98.00
(0-100)

Criteria: Completion Time (10%)

12 months – Appears to be short time frame?

Score 100
(0-100)

Criteria: Price Proposal (25%)

\$5,840,000.00 Price does not specify including utility relocation from aerial to Underground for Progress Energy or Seminole County?

Utility Relocation \$ 75,000

Signing \$195,000

Score 83
(0-100)

Total Score 94.45 (0-100) Ranking 3

**DB-0577-06/DRR – CONCEPTUAL DRAWING EVALUATION
US 17/92 Pedestrian Overpass**

SUMITTAL COMPANY NAME: Southland Construction, Inc./DRMP

QUALIFICATION COMMITTEE MEMBER: David Martin

Describe strengths, weaknesses and deficiencies to support your assessment.

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

Criteria: Technical Proposal (65%)

Team Subconsultants – DRMP, Ardaman, Horizon

1. Technical Approach 98

Span is a Warren truss that spans the entire R/W and accommodates future widening. Vertical clearance of 17.5' with the relocation of the SB 17/92 mast arm and additional signals mounted to truss for NB US 17/92. Black vinyl coated welded wire fabric safety fence attached inside of truss to avoid additional fence supports. Spread footers to provide for quicker construction and avoids the installation of deep pile foundations that could be problematic due to artesian conditions encountered during field investigations. The ramps have poured in place concrete decks constructed at a 5% slope supported by piers. The ramp railings are concrete parapet (32") topped with bullet railing (22") to a total height of 54".

2. Aesthetics 95

3. Safety and Security 95

4. Maintainability 100

Steel components truss will be painted with a 3 part inorganic zinc coating system in accordance with FDOT specs to provide superior corrosion resistance and avoid unsightly rust stains. Paint color will be forest green. Main span piers designed for easy access to bearing pads. Class V finish coating on all concrete elements. Color similar to rendering. Low maintenance expansion joints proposed at abutment-ramp and ramp-main span interface. Low modulus silicone sealant will be used at all joints, alleviating the need to replace seals.

Anti graffiti coating to exposed concrete surfaces?

Planter maintenance?

5. Innovativeness 96

6. Maintenance of Traffic 98

FDOT Index 600. Span entire R/W, abutments outside of clear zone. Site access considerations.

Daniel Martin

DB-0577-06/DRR – EVALUATION – Southland Construction

Page 2

08-23-06

7. Quality Control 98

Quality Control Procedures for DRMP include three levels. Southland to provide Quality assurance of materials and construction practices. Ardaman will perform the required geotechnical, material testing, and inspection services during the course of the project.

8. Coordination Plan 96

Daniel Carr, Principal & Project Manager, point of contact. Bob Dragon, general Superintendent. FDOT, Traffic Signals, Utilities, and SJRWMD and NPDES permits included in schedule. Contractor to pay permit fees

9. Other Stuff 98

Included - Cost of Utility relocations, Florida Power & Seminole Co.
Drainage ditch on SW corner culvert needs to be extended.
Span hand rail?
Continue Gravity walls to within 1' of natural ground

Score 97.78
(0-100)

Criteria: Completion Time (10%)

16 months

Score 90
(0-100)

Criteria: Price Proposal (25%)

\$4,830,000.00 Price includes utility relocation from aerial to Underground for Progress Energy or Seminole County?
Utility relocation \$110,000
Signing \$214,000

Score 100
(0-100)

Total Score 97.56 (0-100) Ranking 2

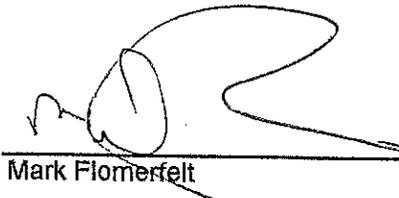
EVALUATION RANKINGS

DB-0577-06/DRR - US 17/92 Pedestrian Overpass Design/Build Project

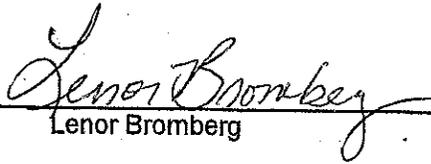
	M. Flomerfelt	L. Bromberg	D. Fisher	G. Johnson	J. McCollum	TOTAL POINTS	RANKING
AMERICAN BRIDGE COMPANY	3	2	2	3	3	13	3
JOHNSON BROTHERS CORPORATION	1	3	3	2	2	11	2
SOUTHLAND CONSTRUCTION CO. INC	2	1	1	1	1	6	1

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

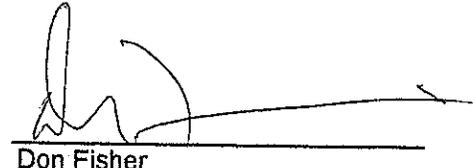
Southland Construction
Johnson Brothers Corp
American Bridge Company



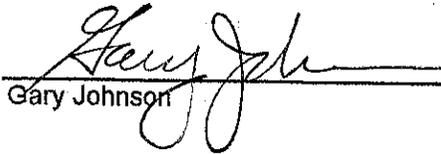
Mark Flomerfelt



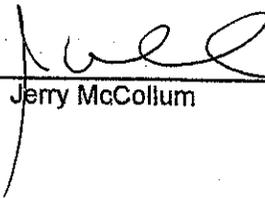
Lenor Bromberg



Don Fisher



Gary Johnson



Jerry McCollum



ATTORNEYS AT LAW

111 NORTH ORANGE AVENUE, SUITE 1800
 ORLANDO, FL 32801-2386
 P. O. BOX 2193
 ORLANDO, FL 32802-2193
 407.423.7656 TEL
 407.648.1743 FAX
 www.foley.com

August 31, 2006

VIA HAND DELIVERYVIA FACSIMILE (407-665-7956)

WRITER'S DIRECT LINE
 407.244.3265
 jhoran@foley.com EMAIL

CLIENT/MATTER NUMBER
 066205-0101

Ray Hooper
 Purchasing and Contracts Manager
 Seminole County
 1101 East First Street
 Sanford, FL 32771-1468

Re: Design Build Proposal US 17/92 Pedestrian Overpass Design
 Build Project DB-0577-06/DRR
 Protest of Award Recommendation

Dear Mr. Hooper:

Our firm represents American Bridge Company ("AB"). AB was ranked the second most qualified firm behind Southland Construction Company ("SCC") concerning the Technical and Price Proposals submitted with regards to the above-referenced Request for Technical and Price Proposals (the "Request") issued by Seminole County ("County"). On August 24, 2006, the Department of Fiscal Services, Purchasing and Contracts Division posted a recommendation of award to SCC. Accordingly, AB has legal standing to make this protest and the protest is timely. The grounds for the protest are as follows:

1. The proposal submitted by AB was responsive to the Request because it proposed a unique and innovative bridge design. AB's proposal could not be properly compared to the non-responsive proposal of SCC which submitted primarily a standard pre-engineered bridge structure.
2. The Committee did not properly apply the evaluation criteria to AB's Technical Proposal. Certain of the evaluators considered price and cost considerations when evaluating AB's Technical Proposal instead of weighting those considerations as part of AB's Price Proposal. The effect of this was exacerbated by opening and scoring the price proposals first instead of firstly considering and scoring the technical proposals, as the County stated would be done prior to the submission of the proposals.
3. The Committee's consideration of price in evaluating the proposals is not consistent with the stated evaluation criteria in the Request and is not consistent with the requirements and intent of the Consultants' Competitive Negotiation Act, § 287.055, et seq., Florida Statutes (2006).

BOSTON
 BRUSSELS
 CHICAGO
 DETROIT
 JACKSONVILLE

LOS ANGELES
 MADISON
 MILWAUKEE
 NEW YORK
 ORLANDO

SACRAMENTO
 SAN DIEGO
 SAN DIEGO/DEL MAR
 SAN FRANCISCO
 SILICON VALLEY

TALLAHASSEE
 TAMPA
 TOKYO
 WASHINGTON, D.C.

ORLA_421176.1



FOLEY & LARDNER LLP

August 31, 2006

Page 2

AB respectfully asks the Purchasing and Contracts Manager to consider and review with the Committee members the following facts with regards to the above enumerated grounds for this protest.

1. The law requires bids and proposals for the design and construction of public projects to be "responsive" for a valid public policy reason. If proposals are not responsive to the Request, there can be no proper comparison of the proposals. A "responsive" proposal is one in which the bidder describes the work in the same fashion as the public body seeking the proposal.

Under the law, it is apparent that AB's proposal was responsive and SCC's was not responsive. The Request specifically provides on Page 25, Part 9-Stage 2 Evaluation Process, Section B.2.A.2 as follows:

This project will be a unique type of structure. Close attention to the "look", architectural image and character of the bridge will be weighted heavily. The use of texture and/or color should be considered. The overpass is expected to reflect the surrounding area. (Emphasis supplied.)

The dictionary definition of "unique" is as follows: "The single one of its kind; a singular example" and "radically distinctive and without equal". Since this aspect of the proposal was to be "weighted heavily", AB emphasized this criterion in preparing its technical proposal. However, it would appear that the evaluators inadvertently penalized AB for the unique nature of its design by, among other things, improperly considering "cost" factors in evaluating AB's technical proposal.

SCC's bridge structure is common and has been erected many times. If you simply go to www.steadfastbridge.com, this type of bridge structure can be ordered online. It certainly is not considered a "unique" structure. In fact, SCC admits as much when it states in its cover letter included with its Stage 2 proposal that "our team has successfully designed a very similar steel truss bridge including bridge mounted traffic signals for a multi-use trail crossing adjacent to the intersection of Ivy Road and S.R. 115 for FDOT District 2." How then can this bridge structure be described as "unique" as required by the RFP documents?

AB's proposed bridge structure is indisputably unique and has never been constructed. It will be custom engineered and will not be an off-the-shelf design. It will be custom manufactured and erected by AB's own experienced crews. In fact, several of the evaluators noted that AB's design was "unique"; and none of the evaluators described SCC's proposal as "unique". Nonetheless, certain of the evaluators compared SCC's common design with AB's unique design, and inadvertently penalized AB for being responsive to the Request, as is outlined below.



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August 31, 2006

Page 3

2. Certain Committee members did not properly apply the selection criteria in evaluating AB's unique technical proposal. In fact, by emphasizing considerations of cost, certain of the evaluators actually penalized AB for the uniqueness of its design. Certain members improperly considered cost considerations when evaluating AB's technical proposal instead of considering those cost issues in scoring AB's price proposal. AB believes the effect of this was exacerbated by opening and considering the price proposals first instead of firstly considering the technical proposals without consideration of the price proposals.

In a communication on May 5, 2006, the Senior Contract Analyst, who was the County's contact for this Request, confirmed that the price proposal would not be opened until after the technical proposals were scored. See attached e-mail of May 5, 2006. Technical and Price Proposals were separately sealed and submitted, as required by the Request, on July 19, 2006. In e-mail communications dated July 21, 2006, the Senior Contract Analyst indicated that the price proposals had been separately scored and submitted to the Committee members prior to the scoring of the technical proposals. This compromised the evaluators' ability to compare the technical proposals in an unbiased environment, as required by the Request and the CCNA. It infused into the consideration of the technical proposals improper considerations as to price, and this was evidenced by comments from certain of the Committee members.

For example, one member stated that AB only included \$5,000 in its price proposal for the relocation of utilities. This same evaluator noted that SCC included \$110,000 in its bid proposal for this work. The design build criteria, Section E-6 - Utilities, states that "... the cost of relocation for utilities will be the responsibility of the utility company unless the utility is located on an existing proprietary easement." The Request further provides that "the design/builder shall make every attempt to design and construct around existing utilities, minimizing impact. ... It will be the design/builder's responsibility to coordinate all utility impacts with each of the utility companies."

It is apparent that, for purposes of pricing, AB and SCC may have interpreted this particular portion of the Request differently. However, if AB's interpretation is incorrect (and AB believes that it is not), this is solely a pricing issue and only the price proposal score should be adjusted, not the technical proposal score.

It is clear from AB's exhaustive review and explanation concerning utility coordination that it has identified all of the utility relocations required on this project, contacted and coordinated with all of the affected utility companies and included sufficient durations within the detailed project schedule for this utility relocation work. However, it appears that two of the evaluators (who voted SCC first and AB second) have deducted points from AB's technical proposal score (carrying a 65% weighting) because of the reduced dollars included within AB's price proposal for utility relocations. It is apparent that the evaluator should adjust the price proposal score and not the technical score in considering this issue.

It is interesting to note that the most complete and exhaustive evaluation, that of Mr. David Martin, correctly comments on this issue under the price proposal section. If the



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August 31, 2006

Page 4

County were to correctly apply its selection criterion with regards to this issue, then the evaluator would add \$105,000 to AB's price proposal (the difference between AB and SCC's bid item amounts for utility relocations). Therefore AB's adjusted price proposal amount would then be \$4,990,000. Based upon Seminole County's price proposal scoring formula this would mean that SCC would still score 25 points for the price proposal and AB's price proposal score would only reduce from 24.75 to 24.20. By incorrectly considering this pricing issue to reduce the technical proposal score, certain of the Committee members have disproportionately penalized AB's unique technical proposal.

It is interesting to note that only Mr. Martin separately scored each of the 9 Technical Proposal criterion as required by the Request. Mr. Martin ranked AB as the most qualified firm.

3. The Request clearly provides on Page 4, Section 7: Selection Procedure that "the Evaluation Committee will evaluate submittals based on the evaluation criteria indicated in this package and in accordance with CCNA requirements." It is apparent that the Committee's consideration of price and cost in evaluating the proposals is not consistent with the stated evaluation criteria in the Request and, moreover, is not consistent with the procedures and intent of the Consultants' Competitive Negotiation Act ("CCNA").

Under the CCNA and under the Request, the Board of County Commissioners is supposed to approve the Committee's selection and authorize staff to negotiate a contract with the most qualified firm. See § 287.055 (5), Florida Statutes (2006). Under the provisions of the CCNA, it is apparent that professional services are to be selected under a "competitive negotiation" process where the County negotiates the price of the contract with the most qualified firm at a compensation which the agency determines is fair, competitive and reasonable. See § 287.055 (5), Florida Statutes (2006). However, such considerations of price and cost are to be considered subsequent to the selection of the firm that is most qualified based upon primarily non-monetary considerations. In fact, the CCNA provides that "The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5)." That did not occur in this evaluation process; especially considering that the price proposals were opened first.

For example, one member of the Committee commented negatively on the use of the green mesh enclosure in AB's design. A significant cost is included within the AB price proposal for the addition of this unique "skin" enclosure. In competitive negotiations under the CCNA, the staff may prefer to eliminate the green mesh skin enclosure for reasons of economics or personal taste. However, this does not detract from the distinctive nature of AB's custom designed, serpentine shaped, steel truss structure which is more "unique" than the structure proposed by SCC. Most respectfully, this member's genuine concern about the green mesh, should have been scored separately under aesthetics as one of the nine (9) criterion; but, more importantly, could be addressed more properly during competitive negotiations. It is important to note that all of the price proposals exceeded the stated budget and that AB's and SCC's price proposals were substantially equal.



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August 31, 2006

Page 5

We respectfully suggest that the inordinate application of compensation and other considerations by the Evaluation Committee in scoring AB's Technical Proposal are not consistent with the letter and the spirit of the CCNA and the stated evaluation criteria of the Request.

The cumulative effect of the evaluation process inadvertently penalized AB for submitting a responsive proposal resulting in a recommendation of a common bridge design over a unique bridge design for substantially the same proposed price. Accordingly, American Bridge respectfully requests that the Purchasing and Contracts Manager review these matters with the Evaluation Committee and render a written decision (1) concurring with the protest; (2) ranking AB as the most qualified firm; and (3) recommending that the County Commission authorize the staff to commence competitive negotiations with AB as the most qualified firm.

Very truly yours,

A handwritten signature in cursive script that reads 'John P. Horan'.

John P. Horan

Cc: Diane Reed, Senior Contract Analyst

RE: US 17/92 Overpass Question

Page 1 of 1

Dave Price

From: Diane Reed [DReed@seminolecountyfl.gov]
Sent: Friday, May 05, 2006 1:57 PM
To: dprice@americanbridge.net
Subject: RE: US 17/92 Overpass Question

Dave

The technical proposal will be opened and scored prior to the opening of the price proposal. Any more questions, send them my way.

Diane Reed

Senior Contracts Analyst, Fiscal Services

Seminole County Purchasing & Contracts

1101 E. First Street

Sanford, FL 32771-1468

407-665-7120 Ph

407-665-7956 Fx

www.seminolecountyfl.gov/purchasing

—****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****

8/25/2006

AUG-31-2006 11:38

95%

P.07



SEMINOLE COUNTY

*Department of Fiscal Services
Purchasing and Contracts Division*
1101 East First Street, Room 3208
Sanford, FL 32771
Phone: 407-665-7116; Fax: 407-665-7956

FAX: 407-648-1743

September 6, 2006

Mr. John Horan
Foley & Lardner LLP
111 North Orange Avenue, Suite 1800
P O Box 2193
Orlando, FL 32802-2193

Subject: Your protest letter dated August 31, 2006, concerning DB-0577-06/DRR;
US 17/92 Pedestrian Overpass Design/Build Project.

Dear Mr. Horan:

This is in response to your protest letter on behalf of your client, American Bridge Company (AB), concerning the subject procurement. In accordance to Section 22.238 of the Seminole County Administrative Code, the following is the Purchasing and Contracts Manager's comments and decision concerning your protest:

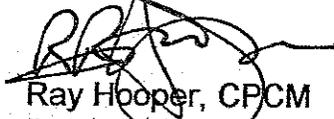
- I find that all three firms were responsive to the solicitation. A responsive determination means that everything was filled out in the proper order and format as directed by the solicitation and received in a timely manner. Your reasoning explaining that the recommended firm Southland Construction Company (SCC) was not responsive because of the alleged failure to submit a unique type of structure refers to the evaluation process rather than a responsive issue. I find that the evaluation of the unique requirement in the evaluation criteria to be subjective in nature and it is based upon each evaluators past experiences. Further, I find that aesthetics was one of nine sub evaluation factors that contribute to the technical approach criteria in the evaluation process. Based upon the evaluation results of the evaluation committee, AB did receive top evaluation scores from two of the five evaluators that scored AB technical proposal higher than SCC's proposal. Those two did rank AB as the number one ranked firm. The other three members did not rank AB technical proposal as high as SCC; therefore SCC became their number one ranked firm.

- Concerning prices as an evaluation factor, I find that the County followed the State Statutes, Chapter 287 (CCNA). Subsection (9) applies to Design-Build Contracts rather than subsection (5) that is cited in your letter. Under subsection (9c.), there are six steps that must be used in the competitive proposal selection process for Design-Build process. Step 3 states that the evaluation of the Design-Build contract proposals are to be based on price, technical and design aspects of the project. As you know the County did use price as a stand alone evaluation factor with a weight of 25%. I agree that the email from Ms. Reed might have been misleading, but I find that staff did evaluate the proposals in accordance with the solicitation and the State Statutes requirements. AB received 24.75 points out of 25 possible points for the Price proposal. This 0.25 of a point would not have caused any change in the ranking order since the technical evaluation factor of 65% weight was the primary evaluation factor rather than price.

Based upon the above, I find that the decision and justification to recommend award to SCC is proper. Therefore, it is my decision to reject your protest due to the lack of merit. You may appeal this decision in accordance with Section 22.238 of the Seminole County Code.

If you have any questions or need further assistance, please contact my office at 407-665-7111.

Sincerely,



Ray Hooper, CPCM
Purchasing and Contracts Manager

cc: Cindy Coto, County Manager
Ann Colby, Assistant County Attorney
Peter Maley, Contracts Supervisor
Lisa Spriggs, Fiscal Services Director
David Martin, Principal Engineer, Public Works

Attachment (1): Seminole County Code, Section 22.238, Protests



22.237. FINALITY OF DECISION. The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 330.41, Florida Statutes, within thirty (30) business days after the date of notification.

VII PROTESTS, APPEALS AND REMEDIES

22.238 PROTESTS.

(1) Right to Protest: Only bidders that submit proposals are eligible to submit a protest.

(2) Posting: The Purchasing and Contracts Division shall post a recommendation of award at the location where bids or proposals were or on the County's website.

(3) Protest Submission: A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the posting date of the award recommendation, unless the aggrieved person did not know or could not, with the exercise of diligence, have known of the facts giving rise to the protest prior to any of the aforementioned events. The aggrieved person has the burden to show he or she did not know and could not, with the exercise of diligence, have known of the facts giving rise to the protest. The bidder, offeror or contractor has the responsibility to contact the County and request the award recommendation results. Failure to contact the County for the award recommendation results to determine if a bid protest is warranted is considered lack of due diligence and a protest received after the five (5) business days specified will not be considered.

(4) The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.

(5) Receipt of Protest: A formal written protest is considered filed with the County when it is received by the Purchasing and Contracts Division. Accordingly, a protest is not timely filed unless it is received by the Purchasing and Contracts Division within the times specified in item (c). Failure to file a formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(6) General: These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to

influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with the Seminole County Purchasing Code and the Seminole County Administrative Code applicable to Purchasing. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or RFP.

(7) Stay of Procurements During Protests: In the event of a timely protest under this Section, the Purchasing and Contracts Manager shall not proceed further with the solicitation or award of the contract until a written determination is made by the Purchasing and Contracts Manager and approved by the County Manager or until the County Manager makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the County.

(8) Authority to Resolve: The Purchasing and Contracts Manager shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision to the protesting party within thirty (30) business days from the date of receipt of the protest.

(9) Appeal Process: The Purchasing and Contracts Manager's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Manager with an Appeal Bond. An advisory appeal committee, comprised of two members of the Fiscal Service Department, other than the Purchasing and Contracts Manager, appointed by the Fiscal Services Director and the user Department Director or Division Manager, shall have the authority to review the appeal and make recommendations to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Manager should be modified. The Appeal Committee shall render a written recommendation within thirty (30) business days from the date of the written notice of appeal. The formal rules of civil procedure and evidence will not be applied. The Appeal Committee shall render a final written recommendation to the County Manager. The County Manager shall render his or her final written decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

(10) Appeal Bond: Any person who files an action appealing a decision shall post with the Purchasing and Contracts Manager at the time of filing the formal written appeal a bond payable to the County in an amount equal to five percent (5%) of the County's estimate of the total contract value or *FIVE THOUSAND AND NO/100 DOLLARS* (\$5,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against appellee in the administrative hearing in which the action is brought and in any subsequent appellate court or court proceeding. In lieu of a bond, the County may accept a cashier's or certified check, or money order in the above referenced amount. If, after completion of the administrative hearing process and any court or appellate court proceedings, the County prevails, it shall

recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person appealing the decision, the bond, cashiers check, or money order shall be returned to him. If the person appealing the decision prevails, he shall recover from the County all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

(11) Reservation of Powers to Settle Actions Pending before the Courts: Nothing in this Section is intended to affect the existing powers of the Board to settle actions pending before the Courts.

22.239 CONTRACT CLAIMS.

(1) Decision of the Purchasing and Contracts Manager: All claims by a contractor against the County relating to a contract shall be submitted in writing to the Purchasing and Contracts Manager for a decision. Claims include, without limitation, controversies arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) Notice to the Contractor of the Purchasing and Contract Manager's Decision: The decision of the Purchasing and Contracts Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.

(3) Finality of Purchasing and Contracts Manager's Decision; Contractor's Right to Appeal: The Purchasing and Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Purchasing and Contracts Division with an appeal bond.

(4) Render Timely Decision: The Purchasing and Contracts Manager with concurrence of the County Attorney shall issue a written decision regarding any contract controversy within sixty (60) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.

(5) Appeal Process: Any person aggrieved by the decision of the Purchasing and Contracts Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the Purchasing and Contracts Manager with an appeal bond. An advisory appeal committee, comprised of the Purchasing and Contracts Manager or designee and the user Department Director or Division Manager, shall have the authority to review the protest and render a written recommendation to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Manager should be modified. The Appeal Committee shall render a written recommendation within sixty (60) business days from the date of the written notice of

DRAFT

DESIGN/BUILD CONTRACT (DB-0577-06/DRR)
US 17-92 PEDESTRIAN OVERPASS

THIS CONTRACT, is made and entered into this ___ day of _____, 20____, by and between 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 referred to as "OWNER," and _____, whose address is _____, hereinafter referred to as "DESIGN/BUILDER".

W I T N E S S E T H:

WHEREAS, the OWNER desires to retain the services of a competent and qualified DESIGN/BUILDER to provide professional engineering and perform construction services for the US 17-92 Pedestrian Overpass Design/Build Project; and

WHEREAS, DESIGN/BUILDER has certified that it is competent and qualified and desires to undertake the work according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the OWNER and DESIGN/BUILDER agree as follows:

SECTION 1. SCOPE OF WORK. DESIGN/BUILDER shall complete all Work as specified or indicated in the Contract Documents attached hereto and incorporated herein as Attachment "1".

SECTION 2. COMMENCEMENT AND COMPLETION OF WORK.

(a) Time is of the essence with respect to all time limits stated in the Schedule attached hereto and incorporated herein as Attachment "2". The DESIGN/BUILDER shall expedite the Work and achieve completion within the time permitted by the Contract.

(b) The DESIGN/BUILDER shall commence work upon the date specified in the Notice to Proceed. The time frame for completion of the Work commences counting down on the date specified in the Notice to Proceed.

(c) The DESIGN/BUILDER shall prosecute the Work with faithfulness and diligence and shall complete the Work in accordance with the Schedule, attached hereto and incorporated herein as Attachment "2".

SECTION 3. THE CONTRACT SUM.

(a) The OWNER agrees to pay the DESIGN/BUILDER a fee not to exceed the sum of _____ DOLLARS (\$), for all Work provided hereunder by the DESIGN/BUILDER. The above Contract Sum may only be increased or decreased by properly authorized Change Orders as provided in the Contract Documents.

(b) DESIGN/BUILDER agrees to accept the Contract Price as full compensation for doing all professional Work and construction Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The DESIGN/BUILDER acknowledges that DESIGN/BUILDER studied, considered, and included in DESIGN/BUILDER's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of

the Contract Documents.

(d) The DESIGN/BUILDER acknowledges that DESIGN/BUILDER'S Total Bid (original Contract Price) considered and included all of DESIGN/BUILDER'S costs relating to DESIGN/BUILDER'S responsibilities to coordinate and sequence the Work of the DESIGN/BUILDER with the work of the COUNTY with its own forces, the work of other utility DESIGN/BUILDER and the work of others at the Project site.

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT. Payments shall be made to the DESIGN/BUILDER when requested as work progresses for services furnished, but not more than once monthly. DESIGN/BUILDER may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of DESIGN/BUILDER's invoice, the OWNER shall, within thirty (30) days of receipt of the invoice, pay DESIGN/BUILDER ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If OWNER determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the OWNER may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

SECTION 5. BILLING AND PAYMENT.

(a) DESIGN/BUILDER shall render to the OWNER, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the DESIGN/BUILDER;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the DESIGN/BUILDER for all services performed by the DESIGN/BUILDER

during that month and for which the OWNER is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Contract or requested by the OWNER from time to time.

The original invoice shall be sent to:

Seminole County Engineering Division
520 W. Lake Mary Blvd, Ste 200
Sanford, FL 32773

A duplicate copy of the invoice shall be sent to:

Seminole County Finance Department
1101 E. First St
Sanford, FL 32771

(b) Payment shall be made after review and approval by OWNER within thirty (30) days of receipt of a proper invoice from the DESIGN/BUILDER.

(c) It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the Work, the DESIGN/BUILDER shall, at its expense, and within seven (7) days after the receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the DESIGN/BUILDER shall be deemed due under this Contract until such new or additional security for the faithful performance and for payment of labor and materials of the Work shall be furnished in manner and form satisfactory to the OWNER. The DESIGN/BUILDER must keep the Performance

Bonds active until acceptance of the Project by OWNER.

SECTION 6. FINAL PAYMENT. Final payment shall be made to the DESIGN/BUILDER after submission by the DESIGN/BUILDER of evidence satisfactory to the OWNER that all payrolls, subcontractor's material bills and other costs incurred by the DESIGN/BUILDER in connection with the Work have been paid in full and after all warranties and guarantees that may be required by the Contract Documents have been furnished and are found acceptable by the OWNER. Final Payment on this Contract shall be made within sixty (60) days after the above stated requirements have been met and upon completion of all Work by DESIGN/BUILDER, certification and approval of Final Payment by the Project Engineer, and acceptance of such work by the OWNER.

SECTION 7. RESPONSIBILITIES OF DESIGN/BUILDER.

(a) DESIGN/BUILDER shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all 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 DESIGN/BUILDER under this Contract. DESIGN/BUILDER 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 OWNER'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 Contract nor of any cause of action arising out of the performance of this Contract and the DESIGN/BUILDER shall be and always remain liable to the OWNER in accordance with applicable law for any and all damages to the OWNER caused by the

DESIGN/BUILDER's negligent or wrongful performance of any of the services furnished under this Contract.

SECTION 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire Contract between OWNER and DESIGN/BUILDER are attached to this Contract, or are incorporated herein as if fully set forth, and consist of the following:

- (a) Contract, including all Attachments thereto
- (b) Modification(s), amendment(s) or addenda(s) including change orders duly executed subsequent to the execution of this Contract,
- (c) Exhibits,
- (d) Special Conditions,
- (e) Technical Specifications, and
- (f) General Conditions.

SECTION 9. ORDER OF PRECEDENCE.

(a) The Contract Documents are to be considered as one and any one of the Contract Documents calls for shall be as binding as if called for by all. In the event of inconsistencies or ambiguities, the Contract Documents shall be controlling in the following order of precedence:

- (1) Contract and Attachments,
- (2) RFP Submittal with revisions,
- (3) Modifications, Amendments, Addenda, Change Orders,
- (4) General Conditions,
- (5) Payment and Performance Bonds,
- (6) DESIGN/BUILDER'S Bid Proposal to the extent that it has been referenced and incorporated into the Contract Documents,
- (7) Special Conditions, and
- (8) Technical Specifications

(b) The OWNER shall resolve any inconsistency or ambiguity in the Contract Documents after consultation with the Engineer of record based on the above order of precedence and the OWNER's decision shall be final and binding upon all parties.

SECTION 10. TERMINATION.

(a) The OWNER may, by written notice to the DESIGN/BUILDER, terminate this Contract, in whole or in part, at any time, either for the OWNER's convenience or because of the failure of the DESIGN/BUILDER to fulfill DESIGN/BUILDER Contract obligations. Upon receipt of such notice, the DESIGN/BUILDER shall:

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

(2) deliver to the OWNER all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the DESIGN/BUILDER in performing this Contract, whether completed or in process.

(b) If the termination is for the convenience of the OWNER, the DESIGN/BUILDER shall be paid compensation for its services performed to the date of termination based on the percentage of work completed. The OWNER shall not be obligated to pay for any work performed by DESIGN/BUILDER after notice of termination has been given.

(c) If the termination is due to the failure of the DESIGN/BUILDER to fulfill its Contract obligations, the OWNER may take over the work and prosecute same to completion by Contract or otherwise. In such case, the DESIGN/BUILDER shall be liable to the OWNER for reasonable additional costs occasioned to the OWNER thereby. The DESIGN/BUILDER shall not be liable for such additional costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the DESIGN/BUILDER. Such causes

may include, but are not limited to, acts of God or of the public enemy, acts of the OWNER 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 the fault or negligence of the DESIGN/BUILDER.

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

(e) The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

SECTION 11. NO CONTINGENT FEES. DESIGN/BUILDER warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the DESIGN/BUILDER, to solicit or secure this Contract and that DESIGN/BUILDER has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for DESIGN/BUILDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, OWNER shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEMNIFICATION. The DESIGN/BUILDER agrees to hold harmless and indemnify the OWNER, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or

lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of work hereunder by the DESIGN/BUILDER, its officers, agents, servants or employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the OWNER to the DESIGN/BUILDER, then TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) of the compensation set forth in this Contract shall be deemed to be such specific consideration. The DESIGN/BUILDER acknowledges the adequacy and sufficiency of said specific consideration.

SECTION 13. REPRESENTATIVES OF THE OWNER AND THE DESIGN/BUILDER.

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

(b) DESIGN/BUILDER shall, at all times during the normal work week, designate or appoint one or more representatives of DESIGN/BUILDER authorized to act on behalf of and bind the DESIGN/BUILDER regarding all matters involving the conduct of performance pursuant to this Contract and shall keep OWNER continually and effectively advised of such designation.

SECTION 14. ASSIGNMENTS. Neither party to this Contract shall assign this Contract, nor any interest arising herein, without the written consent of the other.

SECTION 15. SUBCONTRACTORS.

(a) In the event DESIGN/BUILDER, during the term of this Contract, requires the services of any subcontractors in connection with services specified in this Contract, DESIGN/BUILDER must secure the prior written approval of the OWNER.

(b) In the event the OWNER and DESIGN/BUILDER subsequently agree to allow subcontractors, the DESIGN/BUILDER shall require the subcontractor to provide, in the same minimum amounts, General Liability insurance, Property Damage insurance and Workers' Compensation insurance as is required of the DESIGN/BUILDER.

(c) The DESIGN/BUILDER agrees to insert the clauses hereof entitled "Subcontractors" and "Equal Employment Opportunity" in all subcontracts.

(d) Within five (5) calendar days after the award of any subcontractor either by himself or a subcontractor, the DESIGN/BUILDER shall deliver to the OWNER a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. The DESIGN/BUILDER shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in his subcontract of the clauses of this Contract entitled "Equal Employment Opportunity" and "Subcontractors". Nothing contained in this Contract shall create any contractual relation between the subcontractor and the OWNER.

SECTION 16. INDEPENDENT DESIGN/BUILDER. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the DESIGN/BUILDER including its officers, employees, and agents, the agent, representative, or employee of the OWNER for any purpose, or in any manner, whatsoever. The DESIGN/BUILDER

is to be and shall remain an independent DESIGN/BUILDER with respect to all services performed under this Contract.

SECTION 17. EMPLOYEE STATUS. Persons employed by the DESIGN/BUILDER in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the OWNER's officers and employees either by operation of law or by the OWNER.

SECTION 18. WORK NOT PROVIDED FOR. No claim for work furnished by the DESIGN/BUILDER not specifically provided for herein shall be honored by the OWNER.

SECTION 19. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by 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 OWNER:

Engineering Division
520 W. Lake Mary Blvd, Ste 200
Sanford, FL 32773

For DESIGN/BUILDER:

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 20. AMENDMENTS. OWNER or DESIGN/BUILDER may request amendments that would increase, decrease, change, or clarify any of the

provisions of this Contract. Such changes must be authorized by OWNER in writing and duly signed by the parties.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT. DESIGN/BUILDER agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age 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 22. RECORDS AND AUDITS.

(a) DESIGN/BUILDER shall maintain in his place of business all books, documents, papers, and other evidences pertaining to work performed under this Contract. DESIGN/BUILDER shall maintain detailed time records of all per hour work performed under the terms of this Contract. Time records shall clearly set forth in an organized and legible manner sufficient of post-audit and pre-audit by date, and the type of work performed with specificity.

(b) Such records shall be available at DESIGN/BUILDER's place of business at all reasonable times during the terms of this Contract and for five (5) years from the date of final payment under this Contract for audit or inspection by the OWNER or other duly authorized representatives.

SECTION 23. PUBLIC ENTITY CRIMES. The DESIGN/BUILDER warrants that it has not violated any Federal or State law with respect to the transaction of business with any public entity. The DESIGN/BUILDER shall, prior to execution of this Contract, file a sworn statement with

the OWNER of whether the DESIGN/BUILDER, or any affiliate of the DESIGN/BUILDER, has been convicted of a public entity crime. If the DESIGN/BUILDER requests approval of subcontractors, the DESIGN/BUILDER shall, prior to approval of the subcontractor by the OWNER, require the subcontractor to file with the OWNER a sworn statement of whether the subcontractor or an affiliate of the subcontractor has been convicted of a public entity crime. For the violation or breach of this provision, the OWNER shall have the right to terminate this Contract at its sole discretion, without further liability to DESIGN/BUILDER.

SECTION 24. TRENCH SAFETY. In the event that excavation work is required by these specifications, the DESIGN/BUILDER warrants that it will comply with the Trench Safety Act (Chapter 90-96, Laws of Florida) and provisions of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P). The DESIGN/BUILDER shall bid excavation work as a separate item identifying cost of compliance in applicable Federal and State law.

SECTION 25. GOVERNING LAW. This Contract shall be governed by the laws of the State of Florida.

SECTION 26. CONFLICT OF INTEREST.

(a) The DESIGN/BUILDER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The DESIGN/BUILDER hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the DESIGN/BUILDER to be conducted here, and that no such person shall have any such interest at any time during the term

of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the DESIGN/BUILDER hereby agrees that monies received from the OWNER pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in one (1) counterpart, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

, Secretary

(Corporate Seal)

By: _____, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the 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
2/17/06
Db-0577

Attachments:

- Attachment "1" - Scope of Services
- Attachment "2" - Schedule