

## **PROFESSIONAL SERVICES**

- 17. Approve Ranking List, Authorize Negotiations, and Award Agreement for PS-5191-05/TLR – Engineering Design, Permitting, and Post-Design Services for the Central Transfer Station Citizen Area to Brown and Caldwell of Maitland (\$150,000.00).**

PS-5191-05/TLR will provide all required professional services for the complete construction of the Citizen Drop-Off Area at the Central Transfer Station, including, but not limited to preparation of a public involvement plan, preliminary engineering analysis, final engineering, permitting and construction plans, signing and pavement marking plans, lighting plans, technical specifications, special provisions, and any jurisdictional agency permits necessary to provide an unloading area for deliveries of solid waste, yard waste, and other waste materials delivered to the Central Transfer Station located at 1950 State Road 419, Longwood, Florida, in small self-haul loads.

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

- Bentley Architects & Engineers
- Brown and Caldwell

The Evaluation Committee, which consisted of David Gregory, Solid Waste Manager; Greg Regan, Sr. Coordinator; and Dennis Westrick, PEI Manager, evaluated the submittals and conducted interviews with both firms.

Consideration was given to the following criteria:

- Project approach
- Qualifications/Experience
- Ability to perform

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).

- Brown and Caldwell
- Bentley Architects & Engineers

Environmental Services/Solid Waste Division 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 Agreement as prepared by the County Attorney's Office.

**CONSULTANT SERVICES AGREEMENT (PS-5191-05/TLR)  
ENGINEERING DESIGN, PERMITTING AND POST-DESIGN SERVICES FOR  
CENTRAL TRANSFER STATION CITIZEN AREA**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BROWN AND CALDWELL**, duly authorized to conduct business in the State of Florida, whose address is 850 Trafalgar Court, Suite 300, Maitland, Florida 32751, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

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

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified consultant to provide engineering design, permitting and post-design services for the Central Transfer Station Citizen Area in Seminole County; and

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

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

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

**SECTION 1. SERVICES.** COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. TIME FOR COMPLETION.** The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the

parties and shall be completed upon completion and acceptance of the project construction.

### **SECTION 3. COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. The CONSULTANT shall be compensated at the rates as shown on Exhibit "B", attached.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

### **SECTION 4. BILLING AND PAYMENT.**

(a) CONSULTANT shall render to the COUNTY, 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 CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY 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 Agreement or requested by the COUNTY from time to time.

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 Solid Waste Department  
500 W. Lake Mary Blvd.  
Sanford, Florida 32773

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

#### **SECTION 5. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

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

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

**SECTION 6. RESPONSIBILITY OF CONSULTANT.**

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(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 or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT's performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverable reference data, survey data, plans and reports that result from the CONSULTANT's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

## **SECTION 9. TERMINATION.**

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

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

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

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, 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 the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be 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 in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. 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 11. NO CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this

provision, COUNTY shall have the right to terminate the Agreement at its 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 12. 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 opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

**SECTION 15. INSURANCE.**

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

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial



General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

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

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

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

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth

in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

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

(2) Commercial General Liability.

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

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

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

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

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

#### **SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.**

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

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

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

#### **SECTION 17. REPRESENTATIVE OF COUNTY AND CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon

request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the 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) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. 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 not 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 19. 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 20. 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 copartners between the parties, or as constituting the CONSULTANT including its officers,

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

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, 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 24. 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 COUNTY:**

Solid Waste Department  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**For CONSULTANT:**

Brown and Caldwell  
850 Trafalgar Court, Suite 300  
Maitland, FL 32751

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

**SECTION 27. CONFLICT OF INTEREST.**

(a) The CONSULTANT 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 Agreement with the COUNTY 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 CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY 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 CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of



this Agreement.

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

BROWN AND CALDWELL

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
HERALD E. SCHMIDT, JR.  
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 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  
9/8/05 9/9/05 9/13/05  
ps-5191

Attachment:  
Exhibit "A" - Scope of Services

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

BID NUMBER: PS-5191-05/TLR  
BID TITLE : Engineering Design, Permitting & Post-Design Services  
For Central transfer Station Citizen Area

DATE: August 03, 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-
Bentley Architects & Engineers, Inc. William C. Bentley, P.E. 665 West Warren Avenue Longwood, FL 32750 407 331-6116 Ph. 407 331-4566 Fx.	Brown and Caldwell Harold E. Schmidt, Jr., Vice President 850 Trafalgar Court, Suite 300 Maitland, FL 32751 407 661-9500 Ph. 407 661-9599

Tabulated by: T. Roberts, CPPB, Sr. Contracts Analyst – Posted 08/04/2005

Evaluation Committee Meeting: N/A

Presentations: With both firms, via telephone, on August 26, 2005 beginning at 3:00pm, from the CTS

Recommendation: 08/29/05 – Brown and Caldwell; BCC Date: 09/27/05

David Gregory

**Bentley Architects**

		SCORE	TOTAL	RANKING
Project Approach	50%	85	42.5	
Qualifications/Experience	30%	85	25.5	
Ability to Perform	20%	90	18	
TOTAL SCORE (100 Points)			86	<div>2</div>

**Brown and Caldwell**

		Score	TOTAL	
Project Approach	50%	95	47.5	
Qualifications/Experience	30%	95	28.5	
Ability to Perform	20%	92	18.4	
TOTAL SCORE (100 Points)			94.4	<div>1</div>

Dennis Westrick

**Bentley Architects**

		SCORE	TOTAL	RANKING
Project Approach	50%	70	35	
Qualifications/Experience	30%	75	22.5	
Ability to Perform	20%	80	16	
TOTAL SCORE (100 Points)			73.5	<div>2</div>

**Brown and Caldwell**

		Score	TOTAL	
Project Approach	50%	85	42.5	
Qualifications/Experience	30%	85	25.5	
Ability to Perform	20%	80	16	
TOTAL SCORE (100 Points)			84	<div>1</div>

Greg Regan

**Bentley Architects**

		SCORE	TOTAL
Project Approach	50%	75	37.5
Qualifications/Experience	30%	85	25.5
Ability to Perform	20%	80	16
TOTAL SCORE (100 Points)			<b>79</b>

**Brown and Caldwell**

		Score	TOTAL
Project Approach	50%	89	44.5
Qualifications/Experience	30%	85	25.5
Ability to Perform	20%	85	17
TOTAL SCORE (100 Points)			<b>87</b>

RANKING

2

1

**PS-5191-05/TLR – Engineering Design, Permitting and Post-Design  
Services for the CTS Citizen Area**

**SUBMITTAL COMPANY NAME:** Brown and Caldwell

**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: Project approach (50%)**

① DID THE ORIGINAL PROPOSAL TOUCHED ON ALL POINTS IN DETAIL.  
② UNDERSTANDING OF OUR DESIRE TO UTILIZE EXISTING GROUND WORK  
③ TOUCHING ON NEEDS FOR MODIFICATION TO TRANSFER STA. PERMIT.  
COVERING ALL ASPECTS - SUGGESTING TALKING WITH DEP+STORMWATER REG.  
4. EXISTING DOCUMENTS -

Score 89  
(100-0)

**Criteria: Qualifications / Experience (30%)**

① LARGE FIRM WITH VAST SOLID WASTE PROJECTS - KNOWLEDGEABLE EXPERIENCE  
② EXPERIENCE WITH NUMEROUS TRANSFER STATIONS OF SIMILAR SIZE/AGE.  
UNDERSTANDING OF OPERATIONAL NEEDS  
3. RETAINING WALLS - SUGGESTED USE AS ALTERNATIVE FOR COST SAVINGS

Score 85  
(100-0)

**Criteria: Ability to perform (20%)**

① NUMEROUS PROJECTS WITH VEM. C. TRANSFER STATION - HAVE  
BEEN RESPONSIVE, THOROUGH  
2. HAVE BEEN IN CONTACT WITH DEP CONCERNING STORMWATER MODIFICATION  
SHOWS FLEXIBILITY -  
3. MORE THOROUGH KNOWLEDGE OF PROJECT/RESEARCH

Score 85  
(100-0)

**TOTAL SCORE** \_\_\_\_\_

**RANKING** \_\_\_\_\_

**QUALIFICATION COMMITTEE MEMBER:** G. LEGAN

**PS-5191-05/TLR – Engineering Design, Permitting and Post-Design  
Services for the CTS Citizen Area**

**SUBMITTAL COMPANY NAME:** Bentley Architects & Engineers

**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: Project approach (50%)**

IN PROPOSAL WAS VERY LIMITED - A SHORT THREE PARAGRAPH  
STATEMENT - LIMITED SITE & AC  
USE OF EXISTING DOCUMENTS - WILL TRY & UTILIZE SURVEY DOCUMENTS  
MAY NEED TO BE ADDED TO - VAGUE

**Score** 75  
(100-0)

**Criteria: Qualifications / Experience (30%)**

KNOWLEDGEABLE AND EXPERIENCE TRAN - UTILIZING SUBCONTRACTORS  
RETAINING WALL - EXPERIENCE FROM RESIDENTIAL TO ROADWAYS  
EXPERIENCE WITH TRANSFER STATIONS - LIMITED TO SEM. Co only

**Score** 80  
(100-0)

**Criteria: Ability to perform (20%)**

GOOD ATTITUDE - DESIGN WITH PUBLIC SAFETY IN MIND

**Score** 80  
(100-0)

**TOTAL SCORE** \_\_\_\_\_

**RANKING** \_\_\_\_\_

**QUALIFICATION COMMITTEE MEMBER:** G. REGAN



**PS-5191-05/TLR – Engineering Design, Permitting and Post-Design  
Services for the CTS Citizen Area**

**SUBMITTAL COMPANY NAME:** Bentley Architects & Engineers

**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: Project approach (50%)**

Spend more time w/ staff for size, duration, moving in-out, etc.  
Limited space, Mat while constructed, staging area  
Minimize visual impact. 2<sup>nd</sup> storm water system proposed  
Look at existing geotech reports, SPT in current area

Score 85  
(100-0)

42.5

**Criteria: Qualifications / Experience (30%)**

In-house architectural + engineering  
Have worked some with CTS, no other transfer stations  
Smaller local firm.

Score 85  
(100-0)

25.5

**Criteria: Ability to perform (20%)**

Have available resources

Score 90  
(100-0)

18

**TOTAL SCORE**

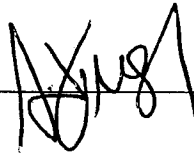
260

86

**RANKING**

2

**QUALIFICATION COMMITTEE MEMBER:**



**PS-5191-05/TLR – Engineering Design, Permitting and Post-Design  
Services for the CTS Citizen Area**

**SUBMITTAL COMPANY NAME:** Brown and Caldwell

**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: Project approach (50%)**

Pickup where project is. Get design construction completed  
ASAP. Explained permitting issues. Discussed explicit design  
issues. On-point discussion and ideas

Score 95  
(100-0)

47.5

**Criteria: Qualifications / Experience (30%)**

Have worked with other transfer stations. Solid waste  
experience  
large national firm

Score 95  
(100-0)

28.5

**Criteria: Ability to perform (20%)**

Staff is engaged, but available for this job + into  
future. Reasonable preliminary time-line provided.

Score 92  
(100-0)

18.4

94.4

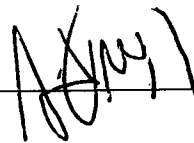
**TOTAL SCORE**

282

**RANKING**

1

**QUALIFICATION COMMITTEE MEMBER:**



**PS-5191-05/TLR – Engineering Design, Permitting and Post-Design  
Services for the CTS Citizen Area**

**SUBMITTAL COMPANY NAME:** Bentley Architects & Engineers

**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: Project approach (50%)**

See Attached

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(70)      **Score** 35.0  
(100-0)

**Criteria: Qualifications / Experience (30%)**

See Attached

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(75)      **Score** 22.5  
(100-0)

**Criteria: Ability to perform (20%)**

See Attached

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(80)      **Score** 16.0  
(100-0)

**TOTAL SCORE**

74.0

**RANKING**

2

**QUALIFICATION COMMITTEE MEMBER:** J. Dennis Westrick

Conf. Call

Bill Bentley - PM, also structural engineering  
Molly deViverra - civil engineering  
Frank Bonilla - structural engineer

schedule

JW  
8/26/05  
JW

Staff visited site today (Fri 20 AUG 05)  
- recognized efficiency of space, setbacks requirements, etc.  
- stormwater runoff in other area also concrete costs are high

**PS-5191-05/TLR – Central Transfer Station Citizen Area**

**SUBMITTAL COMPANY NAME:** Bentley Architects & Engineers

**QUALIFICATION COMMITTEE MEMBER:** J. Dennis Westrick

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria:** Qualifications 30%

Vague Full service A&E firm w/ prior SC experience, numerous structural analyses  
understanding of project scope, Performed Structural Analysis of CTS  
It has performed similar work for City of Tallahassee, Ft. Pierce, Perry & Leasing  
Bentley has provided A&E svcs. to govt. agencies for 20 years  
Good subconsultants, all w/ prior SC experience Score 75 (0-30)  
No previous CTS experience w/ others

**Criteria:** Methodology 25%

Proposed to perform 1st Step - Site Approach followed by 2) Building Approach  
Decision on Stormwater Pond w/b based on \$, Did not address all items in Expanded Scope  
Preparing new HHW bldg (concrete & CMU) w/ metal roof, No mention of DRC process to date  
Will minimize removal of existing pavement & base to avoid disruption, reduce \$  
Not a lot of detail provided on building size, layout etc. Score 70 (0-25)  
No comment on permitting requirements, Nothing innovative or cost savings

**Criteria:** Experience 25%

Firm has performed a variety of work for SC since July 2001  
William Bentley to serve as PM, Bentley has done some structural work at CTS (an evaluation)  
A&E for CSB Building Dept. Interior Renovation  
Subconsultants - Sims Wilkerson (M&E), Ardaman (Geotech) & Southeastern Survey  
Score 75 (0-25)

**Criteria:** Ability to Perform 15%

Full service consulting firm w/ prior knowledge of SC policies & procedures  
Current workload utilization chart or graph provided, stated  
commit "our full energy to this project"  
Can commence immediately, key staff 20 to 35% available Score 80 (0-15)  
overall 35% available

**Criteria:** Location 5%

Local firm with office in Longwood (Warren Ave)

Score 5  
(0-5)

Total Score             
(0-100)

**PS-5191-05/TLR – Engineering Design, Permitting and Post-Design  
Services for the CTS Citizen Area**

**SUBMITTAL COMPANY NAME:** Brown and Caldwell

**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: Project approach (50%)**

See Attached

(85) **Score** 42.5  
(100-0)

**Criteria: Qualifications / Experience (30%)**

See Attached

(85) **Score** 25.5  
(100-0)

**Criteria: Ability to perform (20%)**

See Attached

(80) **Score** 16.0  
(100-0)

**TOTAL SCORE**

84.0

**RANKING**

1

**QUALIFICATION COMMITTEE MEMBER:**

J. Dennis Westrick *DW*  
8/26/05

Conf. Call

Jim Nissen

Bob Hrabosky

June Smith

Chris Hardin

See Handout

- No. 48 in ENR's Top 500 Design Firms
- Pick up where others left off
- will require ERP & mod to FDEP
- have work w/ SCSWMD for over 6 years
- currently working on Orange County's McLeod Rd Transfere Station stormwater system
- all work to be performed at B&C's local office

**PS-5191-05/TLR – Central Transfer Station Citizen Area**

**SUBMITTAL COMPANY NAME:** Brown & Caldwell Engineers

**QUALIFICATION COMMITTEE MEMBER:** J. Dennis Westrick

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Qualifications 30%

Full understanding of project scope & SC needs. Very knowledgeable of CTS & daily operations. Nationally recognized full service ~~Engineering~~ Consulting firm. Worked w/ SCSWMD on various projects since 1998. Lead Consultant for Miami-Dade for 20 yrs. Currently contracted under several Master Agreements w/ SCSWMD for continuing services. Top 100 ENR rated. 25 years of SW experience in FL. SW services is a core business of B&C, licensed GC in FL. Score (85) (0-30)

Criteria: Methodology 25%

Acknowledged previous work/documents by others, provided conceptual layout & identified deficiencies w/ proposed solutions to reduce \$, concurred w/ proposed stormwater design. Proposing to prepare a Project Management Plan incl. a detailed SOW, schedule & budget.   
\* No Subcontractors proposed for design, permitting or post-design svc's.   
\* Recognized that Stormwater Mgmt could be the controlling factor of design & permitting.   
\* Design to Cost   
\* Provided project schedule. Score (90) (0-25)

Criteria: Experience 25%

B&C has successfully completed a number of projects for SCSWMD at the CTS. Currently providing SWM services to Orange, Lake, Hernando, Indian River, Miami-Dade & Palm Bch County. \* Performed similar work for Palm Beach County's CTS Citizen Area at their two transfer stations. B&C has their own in-house structural group Jim Nissen to serve as PM, worked w/ SCSWMD for past 8 years. Score (90) (0-25)

Criteria: Ability to Perform 15%

Current Workload graph indicates more than adequate resources available to perform prescribed work. B&C has been very responsive to SCSWMD in the past, working around operating hours of CTS. Score (80) (0-15)

Criteria: Location 5%

National engineering consulting firm w/ Local Office in Maitland (Trotter Ct)

Score 5 (0-5)

Total Score            (0-100)

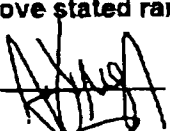
**PRESENTATION RANKINGS**

**PS-5191-05/TLR - Engineering Design, Permitting & Post-Design Services**

	D. Gregory	D. Westrick	G. Regan	TOTAL POINTS	RANKING
Bentley Architects	2	2	2	6	2
Brown and Caldwell	1	1	1	3	1

We approve the above stated ranking:

\_\_\_\_\_  
David Gregory



\_\_\_\_\_  
Dennis Westrick



\_\_\_\_\_  
Greg Regan

