

PROFESSIONAL SERVICES

12. Approve Ranking List, Authorize Negotiations and Award PS-5192-05/DRR – Master Agreement for Yankee Lake Water Reclamation Facility and Re-Rate Professional Services to Boyle Engineering Corporation of Orlando, FL (\$624,000.00).

PS-5192-05/DRR will provide professional engineering services for the expansion and re-rate of the County's Yankee Lake Water Reclamation Facility (Northwest Area Regional Wastewater Treatment Facility) from its current capacity to a capacity of 5.0 MGD.

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

- Boyle Engineering Corp., Orlando;
- Camp, Dresser & McKee Inc., Maitland;
- CPH Engineers, Inc., Sanford;
- HDR Engineering, Inc., Orlando;
- Malcolm Pirnie, Inc., Maitland.

The Evaluation Committee consisting of David Gregory, Environmental Services Manager; Ruth Hazard, Environmental Services Principal Coordinator; Kim Ornberg, P.E. Public Works; Jeffrey Thompson, P.E., Principal Engineer, Environmental Services; Gary Rudolph, Utilities Manager; and Dennis Westrick, P.E., PEI Manager, evaluated the proposals and agreed to interview all the firms.

Consideration was given to the following criteria:

- Approach to the Project;
- Innovative Solutions;
- Similar Recent Project Experience.

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):

1. Boyle Engineering Corporation, Orlando;
2. Camp, Dresser & McKee, Inc., Maitland;
3. CPH Engineers, Inc., Sanford;
4. Malcolm Pirnie, Inc., Maitland;
5. HDR Engineering, Inc., Orlando.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount

for each Work Order will be within the constraints of the approved project budget (account 40103.169100 sub-ledger 195201) and negotiated on an as-needed basis for the project. The estimated cost of this project is \$624,000.00.

Environmental Services/PEI 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 a Master Agreement as prepared by the County Attorney's Office.

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

BID NUMBER: PS-5192-05/DRR

BID TITLE : Yankee Lake Water Reclamation Facility & Re-Rate
Professional Services

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.

DATE: August 10, 2005 TIME: 2:00 P.M.

Response #1	Response #2	Response #3	Response #4
Boyle Engineering Corp. 320 E. South St. Orlando, FL 32801 A. Thomas Brown, PE 407 425-1100 Ph. 407 422-3866 Fx.	Camp Dresser McKee & Inc. 2301 Maitland Center Pkwy., Suite 300 Maitland, FL 32751 Brian W. Mack, PE 407 660-2552 Ph. 407 875-1161 Fx.	CPH Engineers, Inc. 500 W. Fulton St. Sanford, FL 32771 David A. Gierach, PE 407 322-6841 Ph. 407 330-0639 Fx	HDR Engineering Inc. 315 E. Robinson St. Suite 400 Orlando, FL 32801 Steven A. Keyes, PE 407 420-4200 Ph. 407 420-4242 Fx.
Response #5			
Malcolm Pirnie, Inc. 2301 Maitland Center Pkwy. Suite 425 Maitland, FL 32751 Victor Hurlburt, P.E. 407 660-1133 Ph. 407 660-9550 Fx.			

Tabulated by: T. Roberts, CPPB, Sr. Contracts Analyst – Posted 08/10/2005

Evaluation Committee Meeting: August 22, 2005 at 1:30 pm, Environmental Services Large Conference Room

Presentations: All firms are invited to make Presentations, scheduled for September 14, 2005, starting at 12:30 pm, EST in the Large Conference Room at Reflections
500 W. Lake Mary Blvd. Sanford, FL 32773.

Evaluation Criteria:	Boyle Engineering Corp.	12:30
Project Approach (40%)	Camp Dresser & McKee Inc.	1:20
Innovative Solutions (30%)	CPH Engineers Inc.	2:10
Similar Recent Projects (30%)	HDR Engineering Inc	3:00
	Malcolm Pirnie, Inc.	3:50

Recommendation: Boyle Engineering Corporation (Posted 10:00 AM 9/15/05)

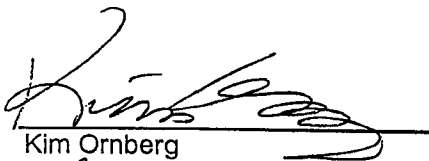
BCC Agenda Date: October 11, 2005

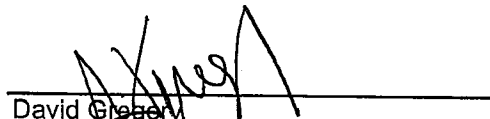
PRESENTATION RANKINGS

PS-5192-05/DRR- MASTER AGREEMENT FOR YANKEE LAKE RECLAMATION FACILITY & RE-RATE PROFESSIONAL SERVICES

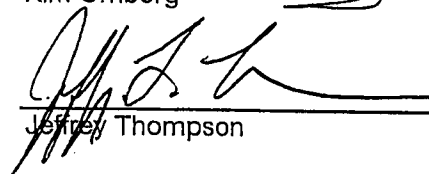
	K. Ornberg	D. Gregory	G. Rudolph	R. Hazard	J. Thompson	D. Westrick	TOTAL POINTS	RANKING
BOYLE ENGINEERING CORPORATION	1	2	2	1	3	1	10	1
CAMP DRESSER & MCKEE, INC.	2	1	1	2	4	2	12	2
CPH ENGINEERS, INC.	4	4	3	3	1	3	18	3
HDR ENGINEERING, INC.	5	5	5	5	5	5	30	5
MALCOLM PIRNIE, INC.	3	3	4	4	2	4	20	4

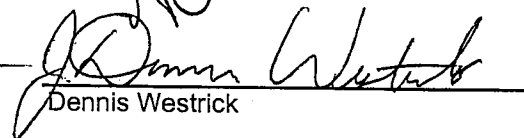
The Evaluation Committee agrees with the ranking above and recommends award to Boyle Engineering

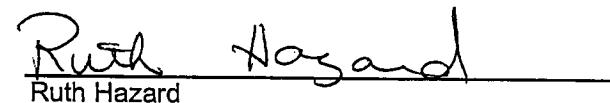

Kim Ornberg


David Gregory


Gary Rudolph


Jeffrey Thompson


Dennis Westrick


Ruth Hazard

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Boyle Engineering Corp.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Start off w/ Partnership thru Workshops & meetings
Provide a reliable & flexible plant operation, stay w/i budget
★ Dovetail project w/ County's other H₂O Resource initiatives
Incorporate EQ, step-feed internal recycle, add addtl anoxic/anoxic swing tank
Baffle reactors, add chemicals for P-removal, add 4th aeration tank
★ Constructability will be "big" issue ★ Assure Reliability ★ Build upon recent operational changes
Regionalization of sludge processing

Score 90
(100-0) 36

Criteria: Innovative Solutions (30%)

Saved \$40 million in Re-Rate of Iron Bridge WWTP
JEA project for BNR included Dave Reeling
Sound technical approach for Project ARROW
Clermont project – stayed involved after construction by reviewing MORS
Biosolids technology applied to achieve reduction using ClO₂

Score 85
(100-0) 25.5

Criteria: Similar Recent Project Experience (30%)

Performed similar SUCs for Iron Bridge WWTP (Orlando) – saw
Designed 20 WWWTs in past 5 years
Project ARROW, interim ReRate for City of Apopka w/o capital \$
Regional projects in Central FL
Also selected for another Orange County WWTP

Score 85
(100-0) 25.5

TOTAL SCORE (100 Points)

87

RANKING

1

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Camp Dresser & McKee Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Mission Statement – work w/ SC to max perf. of facilities
Phased Approach – Phase I – replc diffusers, add baffles, Phase II – eval. currae
Phase 3 – Final Design/Construction operatins
Prelim Schedule provided – total of 24 mos. Stress testing
Increase Reliability, provide more aeration add anoxic zone Pilot testing
Improve screening & grit removal, provide IR flexibility Prelim Dsgn for
permitted re-set plant
Score 80 32
(100-0)

Criteria: Innovative Solutions (30%)

Don't focus on just WWTP, but other issues outside plant
System Optimization – look at hydraulics, long-term Flow EQ
Shifting flows in collection system – buys more time & delays costs
Evaluate Oversized Pump Stations
Use Equalization in Collection system
Improve IR & addtl aeration
Score 90 27
(100-0)

Criteria: Similar Recent Project Experience (30%)

Original design firm for Yankee Lake WWTP
Combined team experience thruout FL is extensive

Score 80 24
(100-0)

TOTAL SCORE (100 Points)

83

RANKING

2

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: CPH Engineers Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Wetland Parkway Protection Act & Strategy - max. use of rec. H₂O, Reuse GWL Ribs
★ *Potential elimination of wetlands disposal → Get 50% add'l capacity - Utilize regional reclaimed H₂O system & recharge basin, Heathrow Golf Course*
Potential Reclaimed ASR capacity - Support H₂O Supply development efforts
Dehydration system for sludge treatment

Score 80
(100-0) 32.0

Criteria: Innovative Solutions (30%)

County should look at using SRF Funds for this WW
Phase I - Assess existing conditions; Phase II Prelim Design
- model indicates TN issues in cold weather

★ *Don't aerate EQ tank (can reduce volatile fatty acids key to Biol. Phosphorus)*
★ *Process sludge (dewater) at night, reduces sidestream flows*

Score 85
(100-0) 25.5

Criteria: Similar Recent Project Experience (30%)

Sanford North WRF, Palm Coast BNR Facility, Estis, Deltona, Volusia County

Teamed w/ BCT - process consultant

Score 75
(100-0) 22.5

TOTAL SCORE (100 Points)

80

RANKING

3

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Malcolm Pirnie, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Design a Cost-Effective Process Mods - Data Collection & Analysis
Process Optimization Philosophy - Eval. of Current OLM
- optimize nitrification, optimize denitrif.
- optimize biol. P removal, consider suppl. clar. add'n
★ Listen to client's operations staff, look for feedback
Use GPS-X & BioWin Dynamic Models for process sizing

Score 75 30.0
(100-0)

Criteria: Innovative Solutions (30%)

Process Alternatives - 5 alternatives (all w/ EQ) Options - All Raise
Optimize Process & minimize new construction
Dual Operation - part of year have chemical removal, other 1/2 year as Zden, w/ reuse
WAS Handling - county-wide biosolids approach
★ Have certified operator on project team

Score 80 24.0
(100-0)

Criteria: Similar Recent Project Experience (30%)

Hillsborough Coast Valrico WWTP, Falkenburg, City of Plant City
Ft. Myers - South WWTP & Central WWTP, Polk County

Score 80 24.0
(100-0)

TOTAL SCORE (100 Points)

RANKING

78

4

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: HDR Engineering Inc

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Innovative practical & cost-effective engineering svcs.
Key Plant Issues - maintain Class I Reliability operations during constr.
* Start w/ Brainstorming Operations, use BLOWN Model for design
Plant is BOD limited, could add methanol.

Score 70 28
(100-0)

Criteria: Innovative Solutions (30%)

Flexible design for additional process tanks
No additional aeration basin required
Installed pre-aer. bldgs over chem sto. tanks
Estimated 4200 manhours, 12 month design/permitting
No innovative approaches offered

Score 65 19.5
(100-0)

Criteria: Similar Recent Project Experience (30%)

Full service, seasonal team - worked on Del Prado WWT - N. Ft Myers
Sugar Mill Woods - FGUA (Citrus Count; Winston-Salem N C

Score 70 21
(100-0)

TOTAL SCORE (100 Points)

68.5

RANKING

5

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Boyle Engineering Corp.

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

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

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

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

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

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

out-of-Box - create custom application
workshops with partnerships - long range, look 10 to 15 yrs.
nutrient probes - cont to use (cheap + efficient) work hard to
save money and get most out of project. Very detailed, clear
approach for construction staging. As much reliability as
possible (FDEP)

Score 95
(100-0)

Criteria: Innovative Solutions (30%)

create duplicate trains possible short term needs vs wet weather
step feeding IR - Baffling constructability problems
integrate water supplements for irrigation - EQ changes
capacities in all functions EQ would help w/ concentrate issues.
use collection system to move solids -

Score 89
(100-0)

Criteria: Similar Recent Project Experience (30%)

same team as Orlando (I. Bridge) & other BNR re-rates. JEA
selected them as a National Team

Score 90
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Camp Dresser & McKee Inc.

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

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
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70 – 79	Good, No major weaknesses, Fully Acceptable as is
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Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

ph. 1 - Immed improvements - IR modifications, diffusers, baffling
ph. 2 - Eval. current methods and where to go - pilot testing.
Re-Rate then ph. 3 construction. Need increased
reliability needs. move anoxic zones to maximise capacity. Idea to
fall back on chem. treatment when need to go to wetlands.

Missed on VFD for IR - already there

Score 90
(100-0)

Criteria: Innovative Solutions (30%)

Look at Both systems for flow/ manage growth curve. GWL Re-Rate
for Back plant to accept these flows w/o touching ring plant.
Build an EQ that could be converted to aeration later.

Score 90
(100-0)

Criteria: Similar Recent Project Experience (30%)

Cites projects of similar exp - But most of those
were not BNR Re-rate - some projects they began
but did not finish.

Score 75
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: CPH Engineers Inc.

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Bio-chem - Ph. I - Evaluate + preliminary design / supplement their equip. in plant.
Assume TN is hard to meet in cold weather. Presentation is generic, not
specific to YL data. Presenter did not give any specific ideas for YL. did not
look into details of construction problems - waiting for process analysis.
eliminate wetlands to increase treatment cap. Dehydrater for
Class A - exp - fuel -

Score 82
(100-0)

Criteria: Innovative Solutions (30%)

EQ understanding w/aeration skewed - their "innovative idea" is a standard
idea.
Only ideas presented that could be considered "innovative" actual benefit
regional system not our system specifically.

Score 81
(100-0)

Criteria: Similar Recent Project Experience (30%)

Bio-chem yes - CPH - No - Re-rates from CPH

Score 75
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: HDR Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

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

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70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

add operating flexibility - USES Biowin modeling - propose to add back Basins that were removed in the beginning. Proposing lots of construction without going through preliminary testing. Sludge approach is expensive and still has problems with P (which they would treat w/chemicals). They are even concerned about staying within \$ range. Did not think about Wekiva.

Score 70
(100-0)

Criteria: Innovative Solutions (30%)

NOT INNOVATIVE if they assume the only way to meet criteria is to add methanol + alum. Short time frame for permitting and design.

Score 70
(100-0)

Criteria: Similar Recent Project Experience (30%)

Re-rating generalized.

Score 70
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Malcolm Pirnie, Inc.

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

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

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

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

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

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

use an operator (Harry) to help w/process. Optimize nitrogen removal then
look at P, maybe use chemicals. Several approaches using EO but
several also must use Alum + methods. Use BioWin technology

Score 82
(100-0)

Criteria: Innovative Solutions (30%)

Possibility of getting rid of wetlands. Sludge handling
might go to Class A (operational problems). Apparently not
aware of sludge reductions currently being used or ~~the~~
final sludge destination at this time.

Score 80
(100-0)

Criteria: Similar Recent Project Experience (30%)

in state projects general re-rate. No in state BNR re-Rate
Exp. National WERT study on BNR for the next 3 years

Score 65
(100-0)

TOTAL SCORE (100 Points)

RANKING

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Boyle Engineering Corp.

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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

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80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Addressed impact of Kleiva Basin Study, Need ~1.8MGD additional flow for
Iron Bridge type treatment; constructability major issue with one train
Consider third filter
Provide EQ

Score 85
(100-0)

Criteria: Innovative Solutions (30%)

If we can move away from wet weather discharge, we can increase TN+TP limits
Orlando office is major design center for Florida
Apopka increase in capacity without construction
Service after the sale, adding aeration in ~~anoxia~~ ^{oxidation} ditch

Score 90
(100-0)

Criteria: Similar Recent Project Experience (30%)

Rerate Iron Bridge, JEA BNR Evaluation, City of Apopka rerate

Score 90
(100-0)

TOTAL SCORE (100 Points)

RANKING

43

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Camp Dresser & McKee Inc.

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Concurrent phases to: immediate improvements/optimize flows; evaluate operation & provide preliminary design. Proposed 2yr schedule
Provide equal aeration in all passes, membrane diffusers, increase plug flow
add backup redundancy/reliability, VFDs

Score 85
(100-0)

Criteria: Innovative Solutions (30%)

Evaluate collection system (are peaks pumping peaks?)
Shifting 0.5 MGD to GWL & re-rate GWL after capital expenditure; 2003
Master plan showed LS that could be downsized
Make equalization basin that is mirror of aeration

Score 85
(100-0)

Criteria: Similar Recent Project Experience (30%)

Built Yankee Lake WRF, extensive Florida experience

Score 90
(100-0)

TOTAL SCORE (100 Points)

RANKING

34

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: CPH Engineers Inc.

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Optimization while limiting construction cost
* Eliminate wetlands disposal, supplement online BNR sampling
Equalization tanks can strip VFAs, prefer fermenter
* Highly technical process discussion
Focus on cost efficiency

Score 95
(100-0)

Criteria: Innovative Solutions (30%)

Utilization of SRF funds for Wastewater projects
Recreate GWA RIBs, Addressed Wehiva Basin, Partner with other Party
Facilities, Potential reclaimed ASR, ~~Eliminate~~

Score 90
(100-0)

Criteria: Similar Recent Project Experience (30%)

Sanford, Palm Coast, Eustis, Deltona, Volusia County
REIP, Toho

Score 90
(100-0)

TOTAL SCORE (100 Points)

RANKING

1

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: HDR Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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

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Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Add Methanol to increase BOD from 175 to 220; add Alum
Proposing extensive construction with associated costs, 2MG EQ
Focus seems to be on redundancy/maintenance
Doesn't seem to be proposing equalization Est 4,200 hrs + 12 mo schedule

Score 80
(100-0)

Criteria: Innovative Solutions (30%)

CO₂ infusion to reduce basin size
Full radius scum removal to clarifiers
Pole barns over chemical tanks and chlorine contact chamber

Score 80
(100-0)

Criteria: Similar Recent Project Experience (30%)

Del Prado WWTF in Ft. Myers, Citrus County, Winston-Salem, NC

Score 90
(100-0)

TOTAL SCORE (100 Points)

RANKING

5

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Malcolm Pirnie, Inc.

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Focus first on TN removal, then TP removal, then consider chemical addition
Presented 5 options for alternative solutions - perhaps too many variables to
evaluate during presentation

Score 90
(100-0)

Criteria: Innovative Solutions (30%)

Certified Operator on staff to serve as intermediary (What is Harry's
level of experience). Use dual 'reuse only' and 'reuse + wetlands' system

Score 90
(100-0)

Criteria: Similar Recent Project Experience (30%)

Hillsboro County, Plant City, Ft. Myers, Polk County

Score 90
(100-0)

TOTAL SCORE (100 Points)

RANKING

2

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Boyle Engineering Corp.

QUALIFICATION COMMITTEE MEMBER: Kim Onberg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

depth of resources; some innovative approach @ Iron Bridge;
workshops/partnership - 2 way communication;
improve biosolids, reliability, flexibility, costs; NW water resources
(surface water, etc.), WPPA; Effluent disposal → thoroughly discussed +
understanding; flow EQ; step feed internal recycle.

Score 95
(100-0)

Criteria: Innovative Solutions (30%)

Arrow - DEP approval; flexibility; NW water resources (surface H₂O -
lake Monroe) tie together; future regs (Wekiva - N loadings);
flow EQ (force main); baffle; swing zone last stage anoxic;
membrane diffusers; approach to rerate w/o cap \$ + get DEP buy in
step feeding; ^{very innovative} aeration to oxidation ditches; ClO₂

Score 90
(100-0)

Criteria: Similar Recent Project Experience (30%)

Iron Bridge rerate - minimal cap \$ (savings \$40M);
JEA project; City of Apopka (Project Arrow)

Score 95
(100-0)

TOTAL SCORE (100 Points)

RANKING

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Camp Dresser & McKee Inc.

QUALIFICATION COMMITTEE MEMBER: Kim Ornborg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%) (1+2)

3 phase approach - some concurrent; Ph1 immediate improvements
to existing processes; Ph2 prelim design; Ph3 final design; reliability;
limiting cap aeration; membrane diffusers
mention Wekiva

Score 90
(100-0)

Criteria: Innovative Solutions (30%)

study pumps; YL/GL system → shifting 0.5 MGD flows to Greenwood
where add'l cap. is available; internal
down size hydraulic peaks
holistic approach ~~at~~ Greenwood - re-rate oxidation ditch
- aeration recycle revisions @ Greenwood

Score 95
(100-0)

Criteria: Similar Recent Project Experience (30%)

SWRF re-rate; several others - specific examples; original
design for Yankee Lake

Score ~~95~~ 90
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: CPH Engineers Inc.

QUALIFICATION COMMITTEE MEMBER: Ken Ormberg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

WPPA; 5 phase approach; discharge limits ??
no mention of reliability w/one treatment train

Score 75
(100-0)

Criteria: Innovative Solutions (30%)

SRF funding - maximize reclaimed - regional reclaimed; reclaimed ASR;
completely eliminate wetlands - not really prudent
ABAM -
reclaimed ASR - not permitted yet => not likely sol'n
Positive: Eptank as fermentation

Score 70
(100-0)

Criteria: Similar Recent Project Experience (30%)

Several listed - no specific rerate identified

Score 80
(100-0)

TOTAL SCORE (100 Points)

RANKING

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: HDR Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Kim Ornborg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Flexibility; Scum removers; add 2 anoxic basins
Sludge handling → dewater + cut hauling costs (tipping fees)
EQ tank;
↳ added concrete ↑\$ (anoxic basins, sludge + EQ tank)
no WPPA

Score 70
(100-0)

Criteria: Innovative Solutions (30%)

add methanol to ↑ BOD (onsite); CO₂ add'n to fermentation basin
(reduce size greatly); cover Chem storage tanks + CCC - \$ savings
→ no mention of interim re-rate w/out construction

Score 70
(100-0)

Criteria: Similar Recent Project Experience (30%)

Del Prado WWTP expansion; Sugar Mill WWTP FL; WTMP ^{Winston} Salem
Ft Meyers

Score 80
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Malcolm Pirnie, Inc.

QUALIFICATION COMMITTEE MEMBER: Kim Ornberg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

① Optimize Nitrification (biologically) ② Opt. denitr. ③ Opt. bio P
(w/chem) ④ supplemental Chem add'n
flexibility; class 1 reliability

Score 80
(100-0)

Criteria: Innovative Solutions (30%)

5 different scenarios w/ little construction
biosolids - mention Greenwood Lakes
BioWin / GFX
potential re-rate thru analysis of bio processes

Score 75
(100-0)

Criteria: Similar Recent Project Experience (30%)

Hillsborough; Plant City; Ft Myers; Polk Co

Pete Hearn

Score 80
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Boyle Engineering Corp.

QUALIFICATION COMMITTEE MEMBER: David Gregory

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

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

Presenters: Dave Reeling,
Tom Snow, Duane Gader,
Victor Goldkewski

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Discussed overall objectives. Support resource (i.e. at H₂O supply)
Constructability. Chemically removing P. as backup. Use of nutrient
probes. Look @ unit process by unit process, identify how much
capacity can gain. Flexibility + redundancy through operations approaches.

Score 86
(100-0)

Criteria: Innovative Solutions (30%)

Look @ future need, regulations (e.g. Wolkiva). Equalization (in force main or tank).
Money saving discussion. Discussion of constructability + how tie
to establishing a 2nd train.

Score 85
(100-0)

Criteria: Similar Recent Project Experience (30%)

20 WWTP in last 5 yrs, 8 re-rates. Iron Bridge re-rate with minimal
capital expenses. Project Arrow @ Apopka - re-rate / no AS

Score 85
(100-0)

TOTAL SCORE (100 Points)

854

RANKING

1

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Camp Dresser & McKee Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

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

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

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

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

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

*John Healey, David Ammerman
Bruce Syder Gary Rivior*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

3 phases. Phase 1 - immediate - diffusers + baffling aerobic/aerobic.
Internal recycle Phase 2 - eval. O₂, stress test, Phase 3 - design, const.
Discussion of what goes down for upgrades - Addn'l diffusers + baffles
New design uses existing tanks. Looking beyond Sngl.

Score 87
(100-0)

Criteria: Innovative Solutions (30%)

Increase in flow. Collection system improvements. Yankee Lake/Greenwood
Lakes system - help manage growth curve
Business plan discussion of cost savings.

Score 87
(100-0)

Criteria: Similar Recent Project Experience (30%)

7 years of w/nutrient removal
CAR designed original facility

Score 85
(100-0)

TOTAL SCORE (100 Points)

86.4

RANKING

1

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: CPH Engineers Inc.

QUALIFICATION COMMITTEE MEMBER: David Guepny

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 |

*Ben Fritz, Jim Goodley
David Beach*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

CPH team w/ Biochem 1-Evaluate 2 Prelim design 3 Permitting 4 Final design
5. Construction - Describe intensive sampling/analysis.
Divide process into sub zones for plug flow
Sludge dryer discussion

Score 82
(100-0)

Criteria: Innovative Solutions (30%)

State revolving funds - Max use of reclaim H₂O - Reduce/eliminate
disposal system - SS31, don't need to meet stringent requirements
Typing reclaim H₂O system to not going to wetlands

Score 82
(100-0)

Criteria: Similar Recent Project Experience (30%)

Several remarks provided as examples

Score 85
(100-0)

TOTAL SCORE (100 Points)

82.9

RANKING

4

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: HDR Engineering Inc

QUALIFICATION COMMITTEE MEMBER: David Gregory

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

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

Richard Vorhees
~~David~~

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Discussed issues. Start w/ brainstorming session
~~Additional tanks~~
Use existing tank as aeration basin
4200 hrs. 12mo schedule

Score 82
(100-0)

Criteria: Innovative Solutions (30%)

Some input, use of O₂. Miscellaneous enhancements -
Baropex over tanks, adjustments to feeds

Score 81
(100-0)

Criteria: Similar Recent Project Experience (30%)

Discussed 3 similar projects

Score 85
(100-0)

TOTAL SCORE (100 Points)

82.6

RANKING

5

**PS-5192-05/DRR – Yankee Lake
Water Reclamation and Re-Rate Professional Services**

SUBMITTAL COMPANY NAME: Malcolm Pirnie, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project (40%)

Optimize, build as little capital as can get away with
Work w/ Operators etc. operator on team. Look @ current operations
Optimize nitrification/denitrification, optimize biological P, consider chemical
Discussed options, some form of EQ (in collection system or basin).

Score 85
(100-0)

Criteria: Innovative Solutions (30%)

Optimize performance, options discussion
Presented 5 options of
Discussion of solids reduction

Score 84
(100-0)

Criteria: Similar Recent Project Experience (30%)

Looking @ BNR plants nation wide WERT
Other plants discussed

Score 86
(100-0)

TOTAL SCORE (100 Points)

85

RANKING

3

EVALUATION RANKINGS
PS-5192-05/DRR- MASTER AGREEMENT FOR YANKEE LAKE RECLAMATION FACILITY & RE-RATE PROFESSIONAL SERVICES

	K. Ornberg	D. Gregory	G. Rudolph	R. Hazard	J. Thompson	D. Westrick	TOTAL POINTS	RANKING
BOYLE ENGINEERING CORPORATION	1	2	1	1	2	1	8	1
CAMP DRESSER & MCKEE, INC.	2	1	2	2	4	2	13	2
CPH ENGINEERS, INC.	5	5	3	3	1	5	22	4
HDR ENGINEERING, INC.	4	4	5	5	5	3	26	5
MALCOLM PIRNIE, INC.	3	3	4	4	3	4	21	3

The Evaluation Committee agrees to short-list all the firms:

Kim Ornberg

David Gregory

Gary Rudolph

Jeffrey Thompson

Dennis Westrick

Ruth Hazard

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Boyle

QUALIFICATION COMMITTEE MEMBER: RUTH HAZARD

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

good project approach, teamwork. Several innovative ways to maintain EQ and sludge handling problems. Only firm to address possible WTP on-site. Master plan for facility is an excellent idea.

Score 38
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Personnel's experience is based on similar Cen. Fla. facilities. MR. Repling's experience far exceeds others in this field.

Score 19
(0-20)

Criteria: Similar Recent Projects 25%

Firm has first-hand experience with multiple entities with this type of project.

Score 25
(0-25)

Criteria: Workload/Ability to Perform 10%

workload available, somewhat limited during kick-off phase.

Score 6
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 93
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Approach sound like team approach, willing to work with our consultant will coordinate with FDEP. Project approach seems a little abbreviated.

Score 32
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Several team members have worked projects where re-rating was accomplished without significant construction.

Score 18
(0-20)

Criteria: Similar Recent Projects 25%

Should be noted that CDM's involvement in Iron Bridge (similar project) was limited to initial workshops. Another firm handled the actual re-rating workload. Indian River still on-going. No other projects similar

Score 15
(0-25)

Criteria: Workload/Ability to Perform 10%

CDM team looks sufficient, no workload given for REI team

Score 7
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 67
(0-100)

77

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Good team approach, good investigations into existing conditions and preliminary design. Question using proprietary equipment when the County has already installed similar

Score 35
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

All staff familiar with this type of project work for BCT, no staff familiarity for CPH

Score 10
(0-20)

Criteria: Similar Recent Projects 25%

CPH has no similar projects. BioChemTech does, but question this being the first time the two companies have worked together.

Score 20
(0-25)

Criteria: Workload/Ability to Perform 10%

workload still somewhat high during the initial, critical phases.

Score 5
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 75
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Approach typical, re-introduction of methanol a-minus.

Score 20
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

All experience listed is for typical design or expansion (by construction) projects.

Score 10
(0-20)

Criteria: Similar Recent Projects 25%

no similar experience provided

Score 5
(0-25)

Criteria: Workload/Ability to Perform 10%

workload acceptable for project

Score 8
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 48
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie

QUALIFICATION COMMITTEE MEMBER: Ruth Hazard

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Understanding is vague, project approach is standard
no innovative solutions. Fallback to chemical
P removal is a minus

Score 15
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Only project cited, which is similar; no one on this team has
worked on. No re-rating of existing facilities without
major construction from the proposed team

Score 10
(0-20)

Criteria: Similar Recent Projects 25%

currently doing same at Fort Myers, no outcomes for measurement.
nothing else similar cited.

Score 15
(0-25)

Criteria: Workload/Ability to Perform 10%

workload sufficient to take on another project.

Score 8
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 53
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Boyle

QUALIFICATION COMMITTEE MEMBER: Kim Ormberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

We Kiva Study area considered; several potential approaches identified which could provide significant \$ savings; thorough understanding of existing & future conditions & challenges; discussion of potential use of existing facilities that are not currently @ max. capacity

Score 40
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

All staff proposed for project, as well as the firm are highly qualified for this project

Score 20
(0-20)

Criteria: Similar Recent Projects 25%

Exceptional experience w/similar projects

Score 25
(0-25)

Criteria: Workload/Ability to Perform 10%

more than sufficient workload available for project

Score 10
(0-10)

Criteria: Location 5%

Orlando- local

Score 5
(0-5)

Total Score 100
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: Kim Ornborg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

WPPA considerations; comprehensive understanding of
project goals + objectives; innovative ideas for potential
solutions; discussion of currently unused capacities of existing
facilities

Score 38
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Original YLWRF design; personnel + firm very qualified;
PMC (Brian Mack) excellent record of accountability +
getting things done.

Score 20
(0-20)

Criteria: Similar Recent Projects 25%

many similar projects -

Score 25
(0-25)

Criteria: Workload/Ability to Perform 10%

Adequate workload / ability shown

Score 10
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 98
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: Kim Ornborg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

proposing monitoring program system w/ proprietary software.
when new system is currently under construction; no mention
of WPPA regs for RIB, etc.

Score 10
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

quals adequate

Score 15
(0-20)

Criteria: Similar Recent Projects 25%

Sanford - numerous ^{recent} discharges into Lake Monroe
similar projects

Score 10
(0-25)

Criteria: Workload/Ability to Perform 10%

adequate

Score 10
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 55
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Kim Ornberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

no mention of WPPA; setting up entirely new monitoring program, no mention of existing, proposing several new structures which is supposed to be minimized

Score 20
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

seem adequately qualified

Score 15
(0-20)

Criteria: Similar Recent Projects 25%

Similar recent projects not completed yet

Score 15
(0-25)

Criteria: Workload/Ability to Perform 10%

adequate workload to perform

Score 10
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 65
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie

QUALIFICATION COMMITTEE MEMBER: Kim Ornberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Seems very thorough in areas discussed in proposal, but misses
new WPPA efficient reuse issues; focus on minimizing
new construction + max. existing facilities; ideas about P leakage

Score 30
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

all seem qualified

Score 15
(0-20)

Criteria: Similar Recent Projects 25%

recent projects ^{listed} not completed yet

Score 15
(0-25)

Criteria: Workload/Ability to Perform 10%

sufficient workload / a

Score 10
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 75
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Boyle

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Involve Co-staff. Discussed Wetlands + future WTP. Flow EQ
Parallel trains. Site master planning
Specific ideas presented

Score 37
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Experienced personnel
- looking at 2010

Score 15
(0-20)

Criteria: Similar Recent Projects 25%

Orlando, JEA
on-point examples

Score 20
(0-25)

Criteria: Workload/Ability to Perform 10%

Satisfactory

Score 7
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 84
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Discussed Weikva, reuse, Discussed current system
General problem solving approach. Specifics provided. Attention,
Intermediate walls, flexibility

Score 36
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

CDM original design firm for Yankee Lake
John Healy on original design/constr. team
WWTP operators on team

Score 17
(0-20)

Criteria: Similar Recent Projects 25%

A number of examples provided

Score 20
(0-25)

Criteria: Workload/Ability to Perform 10%

Satisfactory

Score 7
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 85
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Consultant + County jointly select preferred process Testing/Data gathering
five phase plan discussed -

Score 33
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Experienced personnel
Team w/ Bio Chem Technology, Inc.

Score 15
(0-20)

Criteria: Similar Recent Projects 25%

Saford, Palm Beach CPit
Reedy Creek Toho BioChem

Score 19
(0-25)

Criteria: Workload/Ability to Perform 10%

Satisfactory

Score 7
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 79
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate Professional Services

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Cost effective design with reliability. Data analysis described.
Changes to aeration diffusers, removable baffles. Specifics provided
Discussed sludge handling concerns

Score 34
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Qualified personnel

Score 15
(0-20)

Criteria: Similar Recent Projects 25%

Plant expansion - Del Prado
Altamonte Springs
Orange Blvd W. Reclamation

Score 19
(0-25)

Criteria: Workload/Ability to Perform 10%

Score 7
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 80
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Discussed reviewing current conditions. Work with County Staff.
Use existing treatment processes. Max treatment with minimal
construction. Flexibility. Modeling. Discussed phosphorous concerns.

Score 35
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Experienced personnel

Score 15
(0-20)

Criteria: Similar Recent Projects 25%

Two expansion projects discussed

Score 19
(0-25)

Criteria: Workload/Ability to Perform 10%

Satisfactory

Score 7
(0-10)

Criteria: Location 5%

Score 5
(0-5)

Total Score 81
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate Professional Services

SUBMITTAL COMPANY NAME: Boyle

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

TEAM APPROACH GOOD. - Many options identified
including negotiating with FIRM ON effluent
requirements - MAXIMIZATION OF EXISTING FACILITIES,
100 BASIN + collection system. SLUDGE LINE TO FIRM
COLLECTION SYSTEM TO GREENWOOD.
Score 35
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

STAFF SHOWN TO HAVE EXPERIENCE IN THIS
TYPE OF PROJECT.

Score 18
(0-20)

Criteria: Similar Recent Projects 25%

3 SPECIFIC BNR RE-RATE PROJECTS IDENTIFIED
IN PROPOSAL.

Score 20
(0-25)

Criteria: Workload/Ability to Perform 10%

Indicated they have sufficient resources to
support project.

Score 8
(0-10)

Criteria: Location 5%

Based in Orlando "LOCAL"

Score 5
(0-5)

Total Score 86
(0-100)

②

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

GOOD UNDERSTANDING OF PROJECT SHOWN - THE LAYOUT OF THE SOLUTION WAS NICE WITH WHAT NEEDS TO BE DONE IDENTIFIED. FIRM HAS GOOD UNDERSTANDING OF HOW FACILITY IS OPERATED TODAY.

Score 34
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

STAFF SHOWN IN PROPOSAL ~~PERSONNEL~~ HAVE INDICATED THEY HAVE KNOWLEDGE IN OUR PROJECT AREA'S.

Score 17
(0-20)

Criteria: Similar Recent Projects 25%

TWO BMR PROJECTS IDENTIFIED. LOT OF PEOPLE WORKED ON ORLANDO FAUN BAIKER PROJECT.

Score 18
(0-25)

Criteria: Workload/Ability to Perform 10%

INDICATION IN PROPOSAL SUFFICIENT RESOURCES TO SUPPORT PROJECT.

Score 8
(0-10)

Criteria: Location 5%

LOCAL FIRM "MATLAND" - WILL RUN OUT OF ORLANDO OFFICE.

Score 5
(0-5)

Total Score 82
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate Professional Services

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

BIG USE OF BCT. WE HAVE A BNR MONITORING SYSTEM ALMOST ON LINE. AWWA BENCH TESTING + VFA INTERESTING

Score 33
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

FIRM PROVIDING SUFFICIENT DETAIL THAT STAFF HAS EXP. IN RELATING WITH BCT SUPPORT.

Score 17
(0-20)

Criteria: Similar Recent Projects 25%

ONLY PROVIDED ONE REAL REBATE LIKE OUR PROJECT - PRIMARILY DONE BY BCT AT REBAY CREEK.

Score 17
(0-25)

Criteria: Workload/Ability to Perform 10%

PROPOSAL PROVIDES THAT WORKLOAD IS LOW ENOUGH TO SUPPORT PROJECT

Score 8
(0-10)

Criteria: Location 5%

LOCAL FIRM OUT OF SANFORD

Score 5
(0-5)

Total Score 80
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate Professional Services

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

NOT A MAIN APPROACH - BEST THING IDENTIFIED
WAS RESIDUALS DEWATERING FACILITY THAT DIDN'T
RETURN NUTRIENTS

Score 25
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

SOME EXPERIENCE GIVEN - NOT A LOT IDENTIFIED
IN RESUMES

Score 10
(0-20)

Criteria: Similar Recent Projects 25%

NO SPECIFIC BNR RECENTS INDICATED. NOTHING
THAT FITS OUR SPECIFIC PROJECT

Score 10
(0-25)

Criteria: Workload/Ability to Perform 10%

PROPOSAL PROVIDES SUFFICIENT DETAIL THAT FIRM
HAS STAFF TO SUPPORT PROJECT.

Score 8
(0-10)

Criteria: Location 5%

LOCAL "ORLANDO" FIRM

Score 5
(0-5)

Total Score 58
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate Professional Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

NICE APPROACH FOR REVIEW. NOT A LOT OF DETAIL ON HOW WE DO IT TODAY. GOOD INPUT ON Release of P.

Score 33
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Firm has some exp as indicated below but not a lot of detail specific to our project providing in detailed experience.

Score 14
(0-20)

Criteria: Similar Recent Projects 25%

TWO SYSTEMS THAT MP IS INVOLVED IN were provided.

Score 15
(0-25)

Criteria: Workload/Ability to Perform 10%

Sufficient Resources to work project

Score 8
(0-10)

Criteria: Location 5%

LOCAL Firm "MARTINO"

Score 5
(0-5)

Total Score 75
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Boyle

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Well researched, comprehensive approach. Outstanding.

Score 37
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

The proposed project team (especially Dave Reffling) is extremely experienced and well respected.

Score 17
(0-20)

Criteria: Similar Recent Projects 25%

City of Orlando, Orange County, JEA, Reedy Creek
Very impressive!

Score 25
(0-25)

Criteria: Workload/Ability to Perform 10%

Excellent Availability.

Score 9
(0-10)

Criteria: Location 5%

Located in Orlando, FL, incorporated in CA

Score 5
(0-5)

Total Score 93
(0-100)

(2)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Good approach, well researched

Score 33
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Highly qualified proposed team

Score 16
(0-20)

Criteria: Similar Recent Projects 25%

Orange County, City of Orlando, City of West Palm Beach
Demonstrated similar experience

Score 23
(0-25)

Criteria: Workload/Ability to Perform 10%

Very good availability and nice chart breaking availability
down further

Score 9
(0-10)

Criteria: Location 5%

Located in Maitland, FL incorporated in FL

Score 5
(0-5)

Total Score 86
(0-100)

(4)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Outstanding, very well thought out and logical approach covering every important aspect of the project.

Score 36
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Excellent qualifications of the proposed team. George Lee's accomplishments at Reedy Creek's similar water reclamation facility are a big plus.

Score 19
(0-20)

Criteria: Similar Recent Projects 25%

Outstanding. CPH and Bio Chem have some very impressive successes, Reedy Creek in particular

Score 25
(0-25)

Criteria: Workload/Ability to Perform 10%

Very Good availability

Score 9
(0-10)

Criteria: Location 5%

Located in Sanford, FL incorporated in FL

Score 5
(0-5)

Total Score 94
(0-100)

①

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Exceptional, comprehensive approach that addressed every important aspect of the project. Clearly presented.

Score 35
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Outstanding proposed personnel with considerable experience including work at the County's Greenwood Lakes WWT.

Score 17
(0-20)

Criteria: Similar Recent Projects 25%

Hillsborough County, City of Fort Myers, City of San Antonio TX
Specifically, the City of Ft. Myers seems to be in a similar situation as the County.

Score 22
(0-25)

Criteria: Workload/Ability to Perform 10%

Very good listed availability, though I prefer more detail for the lead staff (eg. project manager) to determine their availability.

Score 8
(0-10)

Criteria: Location 5%

Located in Maitland, FL incorporated in NY

Score 5
(0-5)

Total Score 87
(0-100)

3

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Jeffrey F. Thompson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Proposes to use Bio Win computer model
Overall, excellent proposal

Score 32
(0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Highly qualified proposed staff.

Score 16
(0-20)

Criteria: Similar Recent Projects 25%

N. Fort Myers, City of Alhambra Sanitary
Listed similar projects are somewhat limited.

Score 18
(0-25)

Criteria: Workload/Ability to Perform 10%

Very high levels of stated availability

Score 9
(0-10)

Criteria: Location 5%

Located in Orlando, FL incorporated in FL

Score 5
(0-5)

Total Score 80
(0-100)

(5)

**PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services**

SUBMITTAL COMPANY NAME: Boyle

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Propose four Workshops, design for Class I reliability
Recommended developing site Master Plan, Maximize Use of
Existing Facilities & Assess Future Conditions
Innovative strategy - approach FDEP for relief from TN limit for wetlands
* Mentioned possible trtmt of concentrate from future SWTP Score 34
(85) (0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

ENR Top 100 Design Firm >80% repeat clients, 14 projects of a
similar nature, has performed work for SCE&D in recent past
Very experienced wastewater /process staff w/ Dave Reffling, Vic Godelewski
Ms. Tracy Lewis, proposed PM, just completed Iron Bridge Re-Rate (Orlando)
Teamed w/ EDA, Buchheit (surveyor) & Nodarse Score 17.0
(85) (0-20)

Criteria: Similar Recent Projects 25%

Iron Bridge (Orlando) Re-Rate, Orange County Eastern Regional WRF
Currently working on Lee County Boks WWTP, City of Clermont
& City of Lake Wales, NW Water Reclamation Facility Re-Rate - Orange Co
Preedy Creek WWTP Capacity Re-Rating Study (90) Score 22.5
JEPA BNR & Plant Capacity Re-Rating (0-25)

Criteria: Workload/Ability to Perform 10%

Available % of Time for Key Team Leaders varies from 35 to 70% pgs 1-6
Team is 60% committed

(85) Score 8.5
(0-10)

Criteria: Location 5%

National firm w/ local office in Orlando (South Street)

Score 5
(0-5)

Total Score 87.0
(0-100)

**PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services**

SUBMITTAL COMPANY NAME: CDM

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Thorough understanding of existing facilities as well as what SC wants/needs
Proposing a multi-step solution incl. design & construct FA tank
Listed Goals & Objectives for Expansion/Re-Rate
 * Mentioned Wetland Protection Act's impact on future capacity
also increased development densities
 * Focused on cost effective reliable solution (90) Score 36.0
 (0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Original design firm for YLRWRF proposing John Healey as PM
Gary Revor (Process) from BEF, Brian Muck, PE as Client Mgr.
Offering a qualified and experienced team
Teamed w/ Reiss Environmental
CDM has performed numerous projects for SC, and PWD (80) Score 16.0
 (0-20)

Criteria: Similar Recent Projects 25%

Performed re-rating services for City of Orlando, St. Lucie County
Reedy Creek, Edgewater, Winter Garden & City of Kissimmee
Bar chart shows Also West Palm Bch, & Indian River County
 (85) Score 21.25
 (0-25)

Criteria: Workload/Ability to Perform 10%

Considers Sem. City a priority client
Bar chart on page 1-9 shows workload availability increasing
starting in Sept 05. Table 1 - Workload allocation shows
adequate commitment to project (80) Score 8.0
 (0-10)

Criteria: Location 5%

Large national firm with local Office in Orlando area
in Maitland (Maitland Center) Score 5
 (0-5)

Total Score 86.25
 (0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: CPH

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Proposing 5-Phase Approach (see Section 2.0)
Offered Bench testing w/ ABAM (proprietary) meter
Also proposed prelim process model (ASM)
Acknowledged permitted design capacity exceeded w/ 5 yrs per 2002 CAR
*No mention of sprayfield capacity, or need for EQ Tank
1. Assess Existing Conditions
2. Prelim Design
3. Permitting
4. Final Design
5. Const. Admin. & CEI
Score 28.0
(70) (0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Ying Lee, P.E. proposed PM, CPH partnered w/ BioChem Technologies (proprietary)
Lots of WWTP design experience not a lot for re-rates
Firm has worked w/ SC in the past, both ESD & PW
Experienced staff w/ PE's
Score 15.0
(75) (0-20)

Criteria: Similar Recent Projects 25%

Several
of projects listed for BioChem where they utilize their technology
Palm Coast only WWTP listed as showing a re-rate component
Designer of Sanford's new South WRC
Score 18.75
(75) (0-25)

Criteria: Workload/Ability to Perform 10%

Graph on Page Item H shows firm has adequate
production capacity. No details provided for BCI or
CPH project Team Members
Score 7
(70) (0-10)

Criteria: Location 5%

Florida firm with local office in Sanford (Fulton St.)
Score 5
(0-5)

Total Score 73.75
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate
Professional Services

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

~~Very~~ Very thorough understanding of BNR process
Proposed to focus on communication, coordination & efficient use of tech (work f.)
Proposing bi-weekly Team Coord. Meetings & detailed monthly progress reports
Plan to apply BNR model, such as Biowin following WW Characterization
Proposed 3-chamber E_o Tank, also reactivity method system w/ deep bed denit
* No mention of need for project such as increased development densities & Wetland Act (20) (0-40)
Score 35.2

Criteria: Qualifications of Proposed Personnel and Firm 20%

Proposing Richard Voorhees P.E. as P.M. supported by a
Team of P.E.s & E.I.s
Teamed w/ Bilgin Erel, EMI & Engineering Technologies
Firm has done design work for SCESD as well as CDBG & PW Dept.
* Bilgin Erel is structural expert (75) Score 15.0
(0-20)

Criteria: Similar Recent Projects 25%

Only two similar projects given plus one water main
design for SC.
Working for N. Ft. Myers & Alt. Springs No-Re-Rates listed
(70) Score 12.5
(0-25)

Criteria: Workload/Ability to Perform 10%

Staff Availability bar chart indicates key team
members have between 20% & 50% availability
Details provided for each team member (75) Score 7.5
(0-10)

Criteria: Location 5%

National firm w/ local Orlando Office on E. Robinson St.
Score 5
(0-5)

Total Score 80.2
(0-100)

PS-5192-05/DRR – Yankee Lake Water Reclamation Facility and Re-Rate Professional Services

SUBMITTAL COMPANY NAME: Malcolm Pirnie

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Innovative Solutions 40%

Proposing project approach that is organized, efficient & goal-oriented
Detailed Project Approach consists of Five(5) Tasks
Proposing to use computerized process model such as GPS-X or BioWin
Also proposed to perform hydraulic profile, focus on max. treatment potential w/ minimal construction (80) Score 32
 (0-40)

Criteria: Qualifications of Proposed Personnel and Firm 20%

Excellent Project Team w/ knowledgeable consultants incl. process experts, certified Operator & Modeling Expert (GPS-X or BioWin)
Proposing Team Captain PE as PM
Teamed w/ EMT, CAO & PRMG (75) Score 15
 (0-20)

Criteria: Similar Recent Projects 25%

Providing ongoing WW trmt & process experience for Polk Hillsborough & Collier Counties as well as Cities of Plant City & St. Pete
Cited Valrico (Hillsborough Co.) WWTP & City of Ft. Myers
Worked w/ SCESD on GWL WWTP Rins Steel Rehab (80) Score 20
 (0-25)

Criteria: Workload/Ability to Perform 10%

Bar chart on Page 1-2 shows committed workload will be well below project capacity, especially by Dec '05. (75) Score 7.5
 (0-10)

Criteria: Location 5%

National Firm w/ Central FL. office in Maitland (Maitland City Hwy)

Score 5
(0-5)

Total Score 79.5
(0-100)

**ENGINEERING SERVICES AGREEMENT (PS-5192-05/DRR)
YANKEE LAKE RECLAMATION FACILITY EXPANSION AND RE-RATE**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BOYLE ENGINEERING CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called the "ENGINEER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified engineer to provide professional engineering services for the expansion and re-rate of the Yankee Lake Water Reclamation Facility in Seminole County; and

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

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

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

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

orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run from execution of this Agreement until six (6) months after completion of construction on the expansion and re-rate project. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the ENGINEER for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then ENGINEER shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The ENGINEER shall perform all work required by the Work

Order but, in no event, shall the ENGINEER be paid more than the negotiated Fixed Fee amount stated therein.

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

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

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

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

"Time Basis Method" with a Not-to-Exceed amount.

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

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

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

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

(d) The ENGINEER agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the ENGINEER'S office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF THE ENGINEER.

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

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of

written instrument or document that may result from the ENGINEER'S services or have been created during the course of the ENGINEER'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the ENGINEER.

SECTION 11. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of the ENGINEER to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the ENGINEER shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ENGINEER shall

not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ENGINEER; provided, however, that the ENGINEER shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either it's sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the ENGINEER.

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

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

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

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The ENGINEER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 15. CONFLICT OF INTEREST.

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

(b) The ENGINEER agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

Agreement.

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

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

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

SECTION 19. INSURANCE.

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

(1) The ENGINEER shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be

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

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

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

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

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

ments:

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

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

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

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

the ENGINEER and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

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

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

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

is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

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

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

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

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE ENGINEER.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the ENGINEER, shall designate in writing and shall advise the

ENGINEER in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

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

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

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the ENGINEER (including its officers,

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

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

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

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

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

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

For COUNTY:

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

For ENGINEER:

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

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

BOYLE ENGINEERING CORPORATION

, Secretary

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

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
9/20/05
PS-5192

Attachments:

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

**SECTION 1
PROJECT GENERAL INFORMATION**

Scope:

Master Agreement for Yankee Lake Water Reclamation Facility Expansion & Re-Rate Professional Services

Seminole County Environmental Services Department, is seeking a Consultant to provide professional engineering services for the expansion and re-rate of the County's Yankee Lake Water Reclamation Facility from its current capacity to a capacity of 5.0 MGD. Required services will include, but are not limited to the following:

- Evaluation of current operating and maintenance methods
- Data collection and analysis including the installation monitoring and recording instruments as necessary
- Preliminary and final design of cost-effective process modifications and physical additions/modifications
- Evaluation and design of sludge processing, handling and disposal facilities and methods
- Preparation of all documentation necessary to secure a permit to operate the facility at its new capacity
- Coordinate meetings with County staff, regulatory agency staff and other County consultants

This contract shall be awarded to one consultant with an estimated engineering cost of \$624,000 and the term shall run Six (6) months from the completion of construction.

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No: _____

Dated: _____

Contract Title:

Project Title:

Consultant:

Address:

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION:

Work Order Amount:

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Seminole County Contracts Analyst, print name)

By: _____
 Peter W. Maley, Contracts Supervisor

Date: _____

 (Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

EXHIBIT C

RATE SCHEDULE

Truth in Negotiations Certificate

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)