

PROFESSIONAL SERVICES

- 14. Approve ranking, authorize negotiations and award PS-1167-06/BHJ-Engineering Services for Residential Reclaimed Water Main Retrofit - Phase II (Alaqua Lakes Subdivision) to Rockett & Associates, Inc. of Winter Park.**

PS-1167-06/BHJ will provide professional engineering service in connection with the design and construction of residential reclaimed retrofits in the Alaqua Lakes Subdivision within the County's Northwest Service Area.

This project was publicly advertised and the County received nine submittals (listed alphabetically):

- Carter & Burgess, Inc., Orlando;
- CPH Engineers, Inc., Sanford;
- HDR Engineering, Inc., Orlando;
- Inwood Consulting Engineers, Inc., Oviedo;
- Malcolm Pirnie, Inc., Maitland;
- PBS&J., Orlando;
- Professional Engineering Consultants, Inc., Orlando;
- Rockett & Associates, Inc., Winter Park;
- Tetra Tech HAI, Orlando.

The Evaluation Committee, which consisted of Gary Rudolph, Utilities Manager; Hugh Sipes, Sr. Engineer; and Dennis Westrick, PEI Manager evaluated the submittals and short-listed the top five firms.

The Evaluation Committee interviewed the following five short-listed firms:

- Carter & Burgess, Inc., Orlando;
- Inwood Consulting Engineers, Inc., Oviedo;
- PBS&J., Orlando;
- Professional Engineering Consultants, Inc., Orlando;
- Rockett & Associates, Inc., Winter Park;

Consideration was given to the following criteria:

- Project Approach;
- Similar Project Experience;
- Workload/Ability to Perform.

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

- Rockett & Associates, Inc., Winter Park;
- Carter & Burgess, Inc., Orlando;
- PBS&J., Orlando;
- Inwood Consulting Engineers, Inc., Oviedo;
- Professional Engineering Consultants, 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 and negotiated on an as-needed basis for the project. The estimated contract value is \$400,000.00.

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 an agreement as prepared by the County's Attorney's Office.

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

PS NUMBER: PS-1167-06/BHJ
 PS TITLE : Engineering Services for Residential Reclaimed Retrofit
 - Phase II (Alaqua Lakes Subdivision)
 DATE: August 30, 2006 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Carter & Burgess, Inc. 1000 Legion Place, STE 1400 Orlando, FL 32801-1041 Geoff Hennessey, P.E. (407)514-1400 – Phone (407) 514-1499 – Fax	CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Nikhel Jindal (407) 322-6841 – Phone (407) 330-0639 – Fax	HDR Engineering, Inc. 315 E. Robinson St. STE. 400 Orlando, FL 32801 Steven A. Keyes P.E. (407) 420-4200 – Phone (407) 420-4242 – Fax	Inwood Consulting Engineers, Inc. 870 Clark Street Oviedo, FL 32765 Alex Hull, P.E. (407) 971-8850 – Phone (407) 971-8955 – Fax	Malcolm Pirnie, Inc. 2301 Maitland Center Parkway Maitland, FL 32751 Scott C. Shannon, P.E. (407) 660-1113 – Phone (407) 660-9550 – Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	
Professional Engineering Consultants, Inc. 200 E. Robinson St. STE. 1560 Orlando, FL 32801 Tom Kelley, P.E. (407) 422-8062 – Phone (407) 849-9401 – Fax	PBS & J 482 South Keller Road Orlando, FL 32810 Robert A. Morrell, P.E. (407) 647-7275 – Phone (407) 647-0624 – Fax	Rockett & Associates, Inc. 1685 Lee Road STE 100 Winter Park, FL 32789 Lowry E. Rockett, P.E. (407) 894-3804 – Phone (407) 894-3805 – Fax	Tetra Tech HAI 201 E. Pine Street STE 1000 Orlando, FL 32801 Mark A. Rynning, P.E. (407) 839-3955 – Phone (407) 839-3790 – Fax	

Tabulated by Bill Johnson – Posted August 31, 2006

Short-listing Evaluation Committee Meeting: **Rescheduled** for September 12, 2006 at 3:30 pm located at 500 West Lake Mary Blvd., Small Conference Room, Sanford, Florida

Short-listed Firms: Carter & Burgess, Inc.
 Inwood Consulting Engineers, Inc.
 Professional Engineering Consultants, Inc.
 PBS & J
 Rockett & Associates, Inc.

Presentations: October 2, 2006 at 8:30 am located at 500 West Lake Mary Blvd., Large Conference Room, Sanford, Florida

Schedule:	Carter & Burgess, Inc.	8:30am - 8:55am
	Inwood Consulting Engineers, Inc.	9:05am - 9:30am
	Professional Engineering Consultants, Inc.	9:40am - 10:05am
	PBS & J	10:15am - 10:40am
	Rockett & Associates, Inc.	10:50am - 11:15am

Criteria: Project Approach	60%
Similar Project Experience	30%
Workload/Ability to Perform	10%

Recommendation: Rockett & Associates, Inc.


Board of County Commissioners Agenda date: October 24, 2006

PRESENTATION RANKINGS

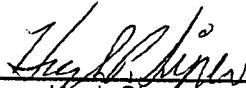
PS-1167-06/BHJ - Engineering Services for Residential Water Main Retrofit - Phase II (Alaqua Lakes Subdivision)

	G. Rudolph	H. Sipes	D. Westrick	TOTAL POINTS	RANKING
Carter & Burgess, Inc.	1	3	3	7	2
Inwood Consulting Engineers, Inc.	2	5	5	12	4
Professional Engineering Consultants, Inc.	5	4	4	13	5
PBS&J	4	2	2	8	3
Rockett & Associates, Inc.	3	1	1	5	1

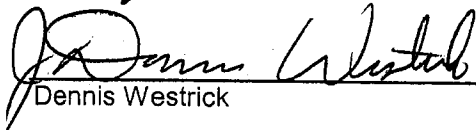
The Evaluation Committee agrees to recommend Rockett and Associates for award:



Gary Rudolph



Hugh Sipes

 10/2/06

Dennis Westrick

Presentation Scoring for:
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

Reclaimed

SUBMITTAL COMPANY NAME: Rockett and Associates, Inc.

Lowel Rockett
Kent. Veech
FABIAN PERTATO. 25 yrs
exp.
FROM
MARTLAND.

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

IF SELECTION WILL PARTICIPATE IN PHASE ONE. DISCUSSED
WELKIA, IMPACT. DISCUSSED PID PROCESS. WANT ALL RESIDENCES INFORMED.
SECURITY DISCUSSED. WILL USE GPR - H₂O PROBES VFE ETC. DO
IDENTIFY EXISTING UTILITIES. [CCC FOR RE-USE LINES -]
AIR GAP REQUIREMENT IN ~~CCC~~ Rockett Associates Score 50
OPINION. LOOKING @ OPEN CUT ON MAIN RL. LIKE PUC
PUCED. (0-60)

Criteria: Similar Project Experience 30%

3 LIKE PROJECTS IDENTIFIED IN PRESENTATION

Score 20
(0-30)

Criteria: Workload/Ability to Perform 10%

PROVIDED DETAIL SHOWING SUFFICIENT STAFF TO HANDLE
PROJECT.

Score 10
(0-10)

HADAMTS - DEDICATION PLANNED LINES
WEBSITES - LOTS OF CUST. COMPLAINTS ON
WHERE METERS GO.

Total Score 80
(0-100)

LIK MANY - CCC - NO ANSWER YET FOR LINES
many OPEN CUT.
all

FIRM DID NOT IDENTIFY LINE SIZES
ETC.

RANK: 3

GOOD DISCUSSION
MAKE BOX LOCATION
NO USE OF ALTERNATIVE
PROPOSALS

Presentation Scoring for: Reclaimed
 PS-1167-06/BHJ – Engineering Services for Residential Water
 Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

will work with CH on Public Awareness, will provide technical support. Use record drawings as a base - No complete survey. Select soft dig for. Have construct concrete do Locates. Construct method - rec. Directional Drilling - centerline 60' under sidewalk. Feed part of Alaqua Lakes from HATTIARD. Score ~~40~~ 44 (0-60) *ll*

Criteria: Similar Project Experience 30%

Did our first Retrofit design. Provided list of retrofit projects. Same core team as phase I.

Score 25
(0-30)

Criteria: Workload/Ability to Perform 10%

Presentation showed 40% of staff time available.

Score 10
(0-10)

Total Score 79
~~50~~ *ll*
(0-100)

RANK: 4

Can confirm the supply to the whole subdivision. No selected roads can be NOT interrupted in Alaqua Lakes. Photo of piping structure valley.

- Did not look at HDA supply from reclaimed.

Presentation Scoring for:

Reclaimed

PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

800-900 K
penalty
at Golf course
Require Partnering mty to include all parties including subs.
Discussion - critical part of project is phasing. Finish out - put in
Phase before moving on. Keep traditional cut & fill if can be
Golf course bed on used. PUL use for service connections. Not H₂O Augmentation.
Future. They are looking at Air GAT PRC's FDDP Review. Score 35
Security issues. N/A Phasing of project (6-9 months) (0-60)
Design time.

Criteria: Similar Project Experience 30%

just complete
3 retrofit projects for City of Orlando. Listed
Numerous utilities that they have installed reclaimed projects.

Score 20
(0-30)

Criteria: Workload/Ability to Perform 10%

No mention in presentation. One comment during
discussion. available time.

Score 5
(0-10)

Total Score 60
(0-100)

RANK: 5

Presentation Scoring for: Reclaimed
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: Carter & Burgess, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

*Discussed with
FOD upon potable
H₂O supplement
size of
piping for all
residences? Yes
could do 15 gpm
per house per
zone.*
Reduce design time frame by $\pm 20\%$ - Will use photographic
aerial approach. - USB PDR (12/24/2005 as 30%) in design
move right to 60% - Included Golf course - Common Areas + Residential.
They looked at a controlled IRRIGATION system. Neighbors get only
Re Nice layout of site. Rec. Directional Drilling. Score 56
(0-60)

Criteria: Similar Project Experience 30%

Seem very familiar with public awareness - know audience
be very good with records. NO DIRECT RECLAIMED EXP. BUT
LOTS OF CWR EXP. EXPERIENCE.
Score 27
(0-30)

Criteria: Workload/Ability to Perform 10%

Two key players new to Cth. lots of available time.
*

Score 10
(0-10)

Total Score 93
(0-100)

RANK: 1

Presentation Scoring for: Reclaimed
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Lee Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

OPEN communication - PDR place reclaimed on opposite
side of water. propose directional drill. shows THAT
DIRECTIONAL more EXPENSE BUT DOES NOT INCLUDE
Restoration. Overall COST LESS using DIRECTIONAL DRILL
AS PRIMARY PROCESS. PDR-60%-90% FINAL sum Score 48
UNDER EXISTING CONDITIONS 8 month's design time. (0-60)

Criteria: Similar Project Experience 30%

provided many projects of similar type. mainly
now Reclaimed. some retrofits.

IF WE DO NOT supplement with Pot H₂O NO PDR
permitting required.

Score 27
(0-30)

Criteria: Workload/Ability to Perform 10%

Different approach to showing what time is available.
Sufficient time indicated in presentation.

Score 10
(0-10)

Total Score 85
(0-100)

RANK: (2)

Alex HMC
check also

COORDINATION WITH
PDR ON CROSS
CONNECTION CONTROL

GOOD NOTE ON
PUBLIC AWARENESS.
NICE BOARD SHOWING
PROJECT POTENTIAL Lay out.

**Presentation Scoring for:
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)**

SUBMITTAL COMPANY NAME: Rockett and Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

pvc fusion?
open cut areas?

Falls in Lakeview study area - test monitoring station - presentation primarily on critical issues
Public information/communication - traffic, dust, noise control - contractor access/security issues
In house survey / GPS - maintain minimum repairs - advisory signs
Pushed pvc pipe - open cut up front of subdivision - meter box location important
daily restoration -
* Appears to have done significant research
Score 57
(0-60)

Criteria: Similar Project Experience 30%

Maitland - Lake Mary Woods
Beverly Shores - City of Orlando
New Sevensham / Willow Street
Excellent similar projects in subdivisions using retrofit
Score 30
(0-30)

Criteria: Workload/Ability to Perform 10%

Sufficient resources available
* 90% design by end of February.
Score 10
(0-10)

Total Score 97
(0-100)

RANK: 1

Presentation Scoring for:
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

? who will do GPR/surf dips
Clear understanding of project priorities. apply lessons learned from phase I
communication is key - Public info team - Communicate w/HOA -
use existing as-builts as base drawings - no complete survey - selective soft dips/GPR
vegetation survey - 400 (certi-10k pvc, Fusible PVC, HOPE) recommend certi-10k - 20' joints
reviewed as-builts - main entrance bypass - 6 mm. design
well prepared - knowledgeable of site.
Score 56
(0-60)

Criteria: Similar Project Experience 30%

Reclaimed Retrofit Phase I (SemCo.) - OUC - Lake Como - Polk Co. Esteter
Tampa Bay - City of Miramar
Excellent and extensive similar experience

Score 29
(0-30)

Criteria: Workload/Ability to Perform 10%

40% avail - appear sufficient - use same team as
on phase I.

Score 10
(0-10)

Run out of time - did not finish presentation

Total Score 95
(0-100)

RANK: 2

Presentation Scoring for:
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: Carter & Burgess, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

a lot about
cover

Use aerial photos for base plans - reduce time for survey - (20% sched. reduction)
Public involvement is key - know audience, communicate - respond - commitment
off peak discharge to pond - 10 zone system w/FO for control - "controlled irrigation system"
custom design location - directional drill way to go - cost savings - (bid alternate)
20 scale drawings - soft dig for utilities where necessary.
Excellent presentation - very helpful visual aids/handout - team well prepared.
Criteria: Similar Project Experience 30%

Score 56
(0-60)

10 miles water main retrofit in 10 yrs - OUC/Dubs dread \$1,900 LF)
Orange Co. - City of Orlando - Ormand Beach
Appropriate relevant experience

Score 28
(0-30)

Criteria: Workload/Ability to Perform 10%

primary team member have > 50% time available

Score 10
(0-10)

Total Score 3
(0-100)

RANK: 94

Presentation Scoring for:
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

*2 foot placed
better for
service connection
us HOPE*
"Partnering" (HOA - Contractor - Family - POC) Partnering conference including HOA
Phase project = performed pre-liminary engineering - 4 phases - materials storage issue
* Use PVC pipe - service connections made easier. - control systems
Did not bring all of team members? Bid open up vs div. drill
Example handouts -
Very good presentation w/ handout examples & visual aids
Score 57
(0-60)

Criteria: Similar Project Experience 30%

Titusville - Kissimmee - Alt. Dora - Orange Co -
Titusville is a recent retrofit - Orlando - 3 neighborhoods recent project
Excellent similar projects -
Score 28
(0-30)

Criteria: Workload/Ability to Perform 10%

P Did not discuss this?

Score 8
(0-10)

Total Score 93
(0-100)

RANK: 4

Presentation Scoring for:
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

*Minimize impact - prelim design - phase construction - communicate during prelim design -
web page - publish news letter - two surveys to expedite design - Prepared cost analysis of
div. drill vs. open cut - need potable water specific permit?
Contacted HOA pres. - Public involvement team member did not attend presentation
5 months design schedule - no automatic values anticipated - did not discuss.*

*? potability permit
property plans by surveyor only?
city not use aerial?*

Score 58
(0-60)

Criteria: Similar Project Experience 30%

SenCo Markham Woods Rd NW - Orange Co - Lee Co - Oviedo - Orlando -
Conway Acres - Oviedo COBG - Holden Heights - (most exp. appears to
be by Chuck Olson, per hard hat)

Score 26
(0-30)

Criteria: Workload/Ability to Perform 10%

Approx 1/2 of design team avail. hours - > needed for project

Score 10
(0-10)

Total Score 91
(0-100)

RANK: 5

Presentation Scoring for:

PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

Reclaimed

SUBMITTAL COMPANY NAME: Rockett and Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

* Wekiva Study Area

Key Issue → Communication

Constructability
Issues – use of
cut for ls.

Critical Issues: Public Relations/Involvement – formal presentations

* Good design considerations open cut some – written notices, announcement updates,

* Cross-connection controls

* Good understanding of augmentation request – Portions on main real

– safety, minimize noisiness

Score 55
(0-60)

* Silent partner during Phased project

Criteria: Similar Project Experience 30%

City of Orlando Beverly Shores, Lake Mary Woods – reclaimed H₂O
West Orange Court New Jerusalem/Willow Street – gravity sewer

Present: Fabian Hurtado, Kent Veech, Lowry Rockett

PE & CEC
former PW Dept.

PM

Score 25
(0-30)

Criteria: Workload/Ability to Perform 10%

Team has up to 70% workload availability

Score 9
(0-10)

Total Score 89
(0-100)

RANK: 1

Presentation Scoring for:
PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

Reclaimed

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

Protect surface features, minimize inconvenience of customers, work w/ SC CIP team
communicate; be active during construction

Experienced team, using lessons learned from Phase I

Public Communication - work w/ County's Prgm Mgr., meet early w/ HOA, address HOA concerns

* Use existing record dwg, NO COMPLETE survey, augment w/ Score 55
conventional survey (0-60)

* Selective soft dig, & GPR
Criteria: Similar Project Experience 30%

- perform landscape, vegetation, tree survey

* Prepared
By Pass Alts
For Entrance

Phase I Reclaimed H₂O Retrofit For SC - used urban Forester
OVC - eight projects, Polk County, City of Orlando, Tampa STAR projec
City of Miramar

Present's Jo Ann Jackson, Raj Singh, Bob Morrell

Score 25
(0-30)

Criteria: Workload/Ability to Perform 10%

Overall project team has approx 40% availability
6-month design schedule

Pipe materials prepared - PVC (certa-lok), fusible PVC Score 8
- HDPE (0-10)

Total Score 88
(0-100)

RANK: 2

Presentation Scoring for:

PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

Reclaimed

SUBMITTAL COMPANY NAME: Carter & Burgess, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

Challenges: Expedited schedule (can reduce by ~20% by using aerial photography)
* Prepare Evaluation report Control System Concepts → GE common areas
Public Involvement - know your audience 15 min / hour - use SCADA controlled valve
- Speak their language (communicate)
- Respond
- Commitment
* Custom design on eq. street valve
* Recommending directional drilling
Score 40
(0-60)

Criteria: Similar Project Experience 30%

City of Orlando Ormond Beach, Orange County & OUC
Town of Windermere

Jim Myers, Cynthia Malone, Geoff Hennessey, Lynne Whately, Robt. Rudd
11-staff devoted to municipal client
Score 25
(0-30)

Criteria: Workload/Ability to Perform 10%

Key team members are at least 50% available (Geoff & Cynthia)
Design

* No Landscape Arch
Score 0
(0-10)
* No mention of mod. to County's Gen'l Red.
Water Permit
or permitting req'd for potable H₂O
augmentation
Total Score 81
(0-100)

RANK: 3

Presentation Scoring for:

PS-1167-06/BHJ – Engineering Services for Residential Water Main Retrofit – Phase II (Alaqua Lakes Subdivision)

Reclaimed

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

1. Partnering - HOA, contractor & require Partnering conference w/ HOA Contractors Subs, Sem C & PEC
 2. Public Information
 3. Review County Objectives
 4. Role for Golf Course
 5. Phasing of project - Phases 1, 2, 3 & 4 * minimize constr impact
* possible cost savings w/ matls used, also open cut - resolve issues w/ stored matls
- Score 50
(0-60)

Criteria: Similar Project Experience 30%

- 3 - Retrofits for City of Orlando also Reclaimed projects
for City of Titusville, Lake County Winter Park, Ocoee
Titusville - city-wide reclaimed system → 21 sites, 41 miles, 13 major control systems
- Present: Steven Bailey, Ken Hooper, Tom Kelley, Ann Sawtop
- Score 25
(0-30)

Criteria: Workload/Ability to Perform 10%

- No mention of workload available in Power Pt.
6-9 months design
100 member firm - offices Orlando, Tampa & NS Beach
Urban Forester on team

Score 5
(0-10)

Total Score 80
~~75~~
(0-100)

RANK: 4

Presentation Scoring for:

PS-1167-06/BHJ – Engineering Services for Residential Water
Main Retrofit – Phase II (Alaqua Lakes Subdivision)

Reclaimed

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach 60%

Project Issues – Key Contacts (County, HOA, FDEP & SC)

– minimize impacts, cost-effective design

Communication – HOA newsletter, web sites & meetings

Proposing directional drilling \$5.5 million open cut vs HDD \$5.2 mil

* Public involvement is a strength of Inwood

Score 45
(0-60)

Criteria: Similar Project Experience 30%

Chuck Olson – PM Chapman Rd, W. SR 50 Utility Relocations
Orange County, St. Lucie, Lee & Manatee County, Okeechobee, Orlando
City of Palm Bay

Present: Chuck Olson, Alex Hull, ~~Jim~~ Peterson (SE Surveying) David Coleman – QA/QC

Score 20
(0-30)

Criteria: Workload/Ability to Perform 10%

Project team has 2380 hours available 1185 req'd
8-month design schedule

Good design schedule presented

Good presentation on permitting reqmts

Score 9
(0-10)

* No control valves presented

Total Score 74
(0-100)

RANK: 5

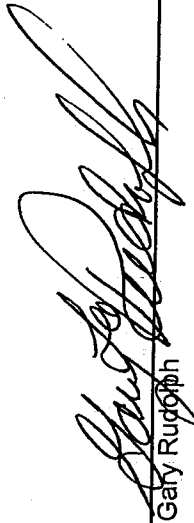
EVALUATION RANKINGS

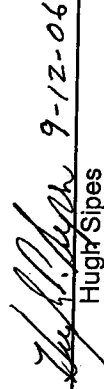
PS-1167-06/BHJ - Engineering Services for Residential Water Main Retrofit - Phase II (Alaqua Lakes Subdivision)

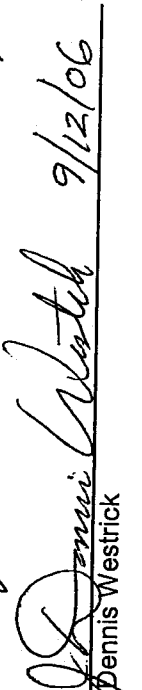
Carter & Burgess, Inc.	H. Sipes	G. Rudolph	D. Westrick	TOTAL POINTS	RANKING
CPH Engineers, Inc.	3	5	4	12	3
HDR Engineering, Inc.	6	2	8	16	6
Inwood Consulting Engineers, Inc.	8	4	7	19	7
Malcolm Pirnie, Inc.	5	1	5	11	2
Professional Engineering Consultants, Inc.	9	7	6	22	9
PBS&J	7	3	2	12	3
Rockett & Associates, Inc.	4	6	3	13	5
Tetra Tech HAI	1	8	1	10	1
	2	9	9	20	8

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

Rockett & Associates
Inwood Consulting Engineers, Inc.
PEC, Inc.
Carter & Burgess, Inc.
PBS&J


Gary Rudolph

 9-12-06
Hugh Sipes

 9/12/06
Dennis Westrick

**ENGINEERING SERVICES AGREEMENT (PS-1167-06/BHJ)
RESIDENTIAL RECLAIMED WATER MAIN RETROFIT-PHASE II
(ALAUQUA LAKES SUBDIVISION)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ROCKETT & ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1685 Lee Road, Suite 100, Winter Park, Florida 32789, hereinafter called the "ENGINEER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified engineer to provide engineering services for the Residential Reclaimed Water Main Retrofit-Phase II Project (Alauqua Lakes Subdivision) in Seminole County; and

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

WHEREAS, the CONSULTANT 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 CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement

standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run until thirty (30) days after acceptance of the Project by the COUNTY. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

Order may include a negotiated schedule of incentives based on time savings.

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

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order.

Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee

Basis". The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

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

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

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

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

ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

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

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

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

The original invoice and one (1) copy shall be sent to:

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

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

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

CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

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

the CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

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

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

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

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

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

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

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 15. CONFLICT OF INTEREST.

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

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

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

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

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

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

SECTION 19. INSURANCE.

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

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer

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

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

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

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of

any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the

CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

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

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Profes-

sional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

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

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

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

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

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

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

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

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

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

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

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

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in

effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

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

For COUNTY:

Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONSULTANT:

Rockett & Associates, Inc.
1685 Lee Road, Suite 100
Winter Park, FL 32789

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

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

ATTEST:

ROCKETT & ASSOCIATES, INC.

_____, Secretary
(CORPORATE SEAL)

By: _____
Lowry E. Rockett, P.E., President
Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
7/24/06 7/26/06 dg/10/4/06
ps-1167

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

EXHIBIT A

SCOPE OF SERVICES

Residential Reclaimed Water Main Retrofit - Phase II (Alaqua Lakes Subdivision)

A. PURPOSE AND INTENT

Seminole County wishes to select a Professional Engineering Firm to provide professional engineering services in connection with the design and construction of the residential reclaimed water service retrofits in the Alaqua Lakes Subdivision in the County's Northwest Service Area and connection of the Alaqua Lakes reclaimed water system to the existing reclaimed water transmission main at the intersection of Lake Mary Boulevard and Markham Woods Road.

B. PROJECT DESCRIPTION

The project includes design, permitting, and coordination with the Seminole County Program Manager during public involvement activities, bidding and construction. The Seminole County Program Manager will lead all public involvement activities and services during bidding and construction with the selected Professional Engineering Firm providing the following:

- Assistance in preparing material for and public meeting attendance.
- Limited services during bidding and award including pre-bid meeting attendance and response to requests for additional information.
- Limited construction services including pre-construction meeting attendance, , submittal review, response to requests for additional information and periodic construction site visits.

It should be assumed that all parcels within the subdivision will be served. The County desires a design approach that provides a cost-effective and efficient construction project, with minimal impact to the affected public. The system design should include telemetry controlled mechanical valves using the County's standard telemetry system. In addition, the County would like to investigate the possibility of designing and permitting the system to be charged with potable water in the event reclaimed water is unavailable. This project is time critical and will require an expedited design while providing a high quality deliverable.

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

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

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

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ Dollars (\$ _____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

(CORPORATE SEAL)

By: _____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

WORK ORDER TERMS AND CONDITIONS

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

EXHIBIT C