

## **PROFESSIONAL SERVICES**

- 15. Approve Ranking List, Authorize Negotiations, and Award PS-5169-04/AJR – Master Agreement for Professional Services for Bear Lake Road – SR 436 to the Orange County Line award to Bowyer-Singleton & Associates, Inc., of Orlando.**

PS-5169-04/AJR will provide consulting services for the Bear Lake Road Drainage Improvement project from SR 436 to the Orange County Line.

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

- Bowyer-Singleton & Associates, Inc., Orlando;
- Brindley Pieters & Associates, Inc.;
- H.W. Lochner, Inc., Orlando;
- Jones, Edmunds & Associates, Inc., Gainesville;
- MACTEC Engineering and Consulting, Inc., Orlando;
- Tetra Tech, Inc., Orlando.

The Evaluation Committee, which consisted of Brett Blackadar, P.E., Principal Engineer; Antoine Khoury, P.E., Principal Engineer; Jerry McCollum, P.E., County Engineer; and Owen Reagan, P.E., Principal Engineer evaluated the submittals and short-listed the following three firms:

- Bowyer-Singleton & Associates, Inc., Orlando;
- H.W. Lochner, Inc., Orlando;
- MACTEC Engineering and Consulting, Inc., Orlando.

The Evaluation Committee interviewed the short-listed firms giving consideration to the following criteria:

- Project Approach;
- Identify key areas that are a challenge in this project;
- Innovative Solutions to improve drainage for this corridor;
- Team 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. Bowyer-Singleton & Associates, Inc., Orlando;
2. MACTEC Engineering and Consulting, Inc., Orlando;
3. H.W. Lochner, 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 \$450,000.00.

Public Works/ Engineering 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**

PS NUMBER: PS-5169-04/AJR

PS TITLE : Bear Lake Road – SR 436 to the Orange County Line  
PD&F

DATE: August 25, 2004 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-
Bowyer-Singleton & Associates, Inc. 520 South Magnolia Ave Orlando FL 32801  407-843-5120 – Phone 407-649-8664 – Fax Kevin E. Knudsen, P.E.	Brindley Pieters & Associates, Inc. 401 Center Pointe Circle Altamonte Springs FL 32701  407-830-8700 – Phone 407-830-8877 – Fax Brindley Pieters, PE	H.W. Lochner 5850 T.G. Lee Blvd, Suite 320 Orlando FL 32822  407-482-6600 – Phone 407-482-6858 – Fax Thomas V. Neyer, P.E.	Jones, Edmunds & Associates, Inc. 730 NE Waldo Road, BLDG A Gainesville FL 32641  352-377-5821 – Phone 352-378-5343 – Fax Stanley "Rick" Ferreira, Jr., PE	MACTEC Engineering and Consulting, Inc. 4150 N. John Young Parkway Orlando, FL 32804-2620  407-522-7570 – Phone 407-522-7576 – Fax Andre E. Lauzier, P.E.
RESPONSE -6-				
Tetra Tech, Inc. 201 E. Pine Street, Suite 1000 Orlando FL 328014  407-839-3955 – Phone 407-839-3790 – Fax William Musser, P.E.				

Tabulated by: Amy J. Rossi, CPPB, Sr. Contracts Analyst – Posted 8/27/2004 (8:00 A.M.)

Shortlisting Meeting Date: September 9, 2004 at 10:30am, 520 West Lake Mary Blvd. Jerry's Office

Shortlisted Firms: Bowyer-Singleton & Associates, Inc., H.W. Lochner, MACTEC Engineering and Consulting, Inc.

Presentation: October 7, 2004 at 1:30pm, 520 West Lake Mary Blvd., Sanford. Lake Jesup Conference Room  
(Posted 09/22/2004)

Recommendation of Award: Bowyer-Singleton & Associates, Inc. BCC: October 26, 2004 (Posted: October 7, 2004)

\* If you are interested in the overall ranking, e-mail me at [arossi@seminolecountyfl.gov](mailto:arossi@seminolecountyfl.gov)

# PUBLIC WORKS DEPARTMENT

## ENGINEERING DIVISION



### MEMORANDUM

**TO:** Peter Maley, Purchasing Supervisor

**FROM:** Brett W. Blackadar, P.E., Principal Engineer *BWB*

**THRU:** Jerry McCollum, P.E., County Engineer

**DATE:** September 9, 2004

**SUBJECT:** Justification of Selection Short List  
Bear Lake Road – SR 436 to the Orange County Line

The purpose of this memorandum is to report the recommendations of the evaluation committee that met on September 9, 2004 at 10:30 AM.

Proposals from six firms were evaluated by the committee. Bowyer-Singleton & Associates, Inc., H.W. Lochner and MACTEC Engineering and Consulting, Inc. (listed in alphabetical order) have been recommended to be short listed for formal presentations/discussions and the following matrix summarizes the attributes of each firm related to the specified project criteria:

Criteria	Bowyer-Singleton	H.W. Lochner	MACTEC
Approach to Project/ Understanding of Project (40%)	Excellent/very detailed drainage discussion	Good overview of potential solutions	Good discussion of drainage problems and solutions
Qualifications of the Proposed Personnel and the Firm (25%)	Very experienced staff	Several P.E.'s on proposed staff	Experienced project manager
Similar Recent Project Experience (20%)	Have worked on several recent Seminole County major projects	Have done similar projects for other local jurisdictions	Have done similar projects for other local jurisdictions
Project Team Experience (10%)	Similar team has worked on Seminole County projects	They have varied experience and qualified subs	Individuals on team are very experienced
Location of Firm (5%)	Office in Orlando	Office in Orlando	Office in Orlando

If you have any questions, please give me a call at extension 5702.

Signatures:

Jerry McCollum, P.E.

Brett W. Blackadar, P.E.

Antoine Khoury, P.E.

Copy: File

Presentation PS-5169-04/AJR

	<u>Brett Blackadar</u>	<u>Antoine Khoury</u>	<u>Jerry McCollum</u>	<u>Owen Reagan</u>	<u>Total</u>	
Bowyer	1	1	1	1	1	4
HW Lochner	3	3	3	3	3	12
MACTEC	2	2	2	2	2	8

Presentation PS-5169-04/AJR

	<u>Score</u>	<u>Ranking</u>
Bowyer	4	1
MACTEC	8	2
HW Lochner	12	3

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: BOWYER SINGLETON

QUALIFICATION COMMITTEE MEMBER: AK

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/ Understanding of the Project (40%)

Excellent

Score 89 35.6  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

VERY GOOD

Score 85 21.25  
(100-0)

Criteria: Similar Recent Project Experience (20%)

VERY GOOD

Score 85 17  
(100-0)

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Excellent

Score 89 8.9  
(100-0)

Criteria: Location of Firm (5%)

Score 100 5  
(100-0)

①

87.75

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: BRINDLEY PETERS

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

Good

Score 75  
(100-0)

30

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75  
(100-0)

18.75

Criteria: Similar Recent Project Experience (20%)

Good

Score 75  
(100-0)

15

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good

Score 75  
(100-0)

7.5

Criteria: Location of Firm (5%)

Score no  
(100-0)

5

(4)

76.25



PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: H W LOCKHART

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

VERY GOOD

Score 85 34.0  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

VERY GOOD

Score 85 21.25  
(100-0)

Criteria: Similar Recent Project Experience (20%)

Good

Score 79 15.8  
(100-0)

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good / Very Good

Score 80 8.0  
(100-0)

Criteria: Location of Firm (5%)

Score 100 5  
(100-0)  
2 84.05

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME:

Jones Edmunds

QUALIFICATION COMMITTEE MEMBER:

AKK

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/ Understanding of the Project (40%)

Good / Not Much Research

Score 75 30  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75 18.75  
(100-0)

Criteria: Similar Recent Project Experience (20%)

FAIR

Score 70 14.0  
(100-0)

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good

Score 75 7.5  
(100-0)

Criteria: Location of Firm (5%)

Score 100 5  
(100-0)  
75.25

5

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: MACTEC

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

Good / SOME DETAIL VERY GOOD

Score 80 32  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75 18.75  
(100-0)

Criteria: Similar Recent Project Experience (20%)

VERY GOOD / Good

Score 80 16.0  
(100-0)

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good / Very Good

Score 80 8  
(100-0)

Criteria: Location of Firm (5%)

\_\_\_\_\_

Score 100 5  
(100-0)  
79.75  
(3)

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: TECHRA TECH

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

FAIR

Score 70 28  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75 18.75  
(100-0)

Criteria: Similar Recent Project Experience (20%)

Good

Score 75 15.0  
(100-0)

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good

Score 75 7.5  
(100-0)

Criteria: Location of Firm (5%)

\_\_\_\_\_

Score 100 5  
(100-0)  
6 74.25

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: Bowyer Singleton

QUALIFICATION COMMITTEE MEMBER: JM

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/ Understanding of the Project (40%)

Very detailed with excellent  
knowledge of project conditions &  
history

36.0

Score 90  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Excellent professional staff

Score 85  
(100-0)

21.25

Criteria: Similar Recent Project Experience (20%)

Excellent  
Numerous past projects for County

Score 85  
(100-0)

17.0

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Very good

Score 80  
(100-0)

8.0

Criteria: Location of Firm (5%)

Orlando - Very good

Score 80  
(100-0)

4.0

86.25

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: BPA

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

Very general

Score 70  
(100-0)

28.0

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75  
(100-0)

18.75

Criteria: Similar Recent Project Experience (20%)

Good

Score 75  
(100-0)

15.0

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good

Score 75  
(100-0)

7.5

Criteria: Location of Firm (5%)

Excellent Suitable G.

Score 90  
(100-0)

4.5

73.75

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: H W Lockman

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

Good - Good Specifics on drainage  
\_\_\_\_\_  
\_\_\_\_\_

Score 75  
(100-0)

30.0

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good  
\_\_\_\_\_  
\_\_\_\_\_

Score 75  
(100-0)

18.75

Criteria: Similar Recent Project Experience (20%)

Good  
\_\_\_\_\_  
\_\_\_\_\_

Score 75  
(100-0)

15.0

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good  
\_\_\_\_\_  
\_\_\_\_\_

Score 75  
(100-0)

7.5

Criteria: Location of Firm (5%)

Very good oriented.  
\_\_\_\_\_  
\_\_\_\_\_

Score 80  
(100-0)

4.0

**75.25**

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: Jones Edmunds,

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

Good - Somewhat general with  
some specifics on drainage  
and typical

Score 72 28.8  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75 18.75  
(100-0)

Criteria: Similar Recent Project Experience (20%)

Good - Several City Plans (+)

Score 77 15.4  
(100-0)

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good (-1) - New employee  
to lead up

Score 74 7.4  
(100-0)

Criteria: Location of Firm (5%)

Very Good  
Winter Park

Score 80 4.0  
(100-0)

74.35



PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: Mac Tec

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

Very good especially drainage

Score 80  
(100-0)

32.0

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75  
(100-0)

18.75

Criteria: Similar Recent Project Experience (20%)

Good

Score 75  
(100-0)

15.0

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good

Score 75  
(100-0)

7.5

Criteria: Location of Firm (5%)

Very Good - Orlando

Score 80  
(100-0)

4.0

77.25

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: Tetra Tech

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

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/ Understanding of the Project (40%)

Very good

Score 70  
(100-0)

28.0

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Good

Score 75  
(100-0)

18.75

Criteria: Similar Recent Project Experience (20%)

Good

Score 75  
(100-0)

15.0

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Good

Score 75  
(100-0)

7.5

Criteria: Location of Firm (5%)

Very good - online

Score 80  
(100-0)

4.0

73.25

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: Boyer - Singleton + Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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/ Understanding of the Project (40%)

Great overall discussion of corridor. Good soils discussion. Very good  
detailed discussion of drainage issues throughout the whole corridor.  
Great suggestions to improve water quality.

Score 95  
(100-0)

38

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

The staff includes very experienced P.E.'s who have worked on  
several recent Seminole County projects.

Score 90  
(100-0)

22.5

Criteria: Similar Recent Project Experience (20%)

They have done the design on 4 major projects in the  
recent past for Seminole County.

Score 90  
(100-0)

18

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Project manager + most of proposed staff are P.E.'s. Project manager  
is very experienced.

Score 90  
(100-0)

9

Criteria: Location of Firm (5%)

Located in Orlando.

Score 100  
(100-0)

5

92.5

(1)

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: Brindley Pieters + Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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/ Understanding of the Project (40%)

General project approach. General drainage overview. Good typical section discussion. No specific solutions proposed

Score 70  
(100-0)

28

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

They have not done Seminole Co projects but they have several projects in Volusia County. Proposed project manager is experienced

Score 80  
(100-0)

20

Criteria: Similar Recent Project Experience (20%)

They have not done any recent work w/ Seminole County but they do have experience w/ OCEA and Volusia County.

Score 75  
(100-0)

15

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

The team has not worked on Seminole County projects. However, there are several experienced P.E.'s proposed for the project.

Score 80  
(100-0)

8

Criteria: Location of Firm (5%)

Located in Alt. Springs.

Score 100  
(100-0)

5

80

76

5 to

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: HW Lochner, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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/ Understanding of the Project (40%)

Very good existing drainage analysis. Good overview of potential solutions. General overview of project process.

Score 85  
(100-0)

34

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Project manager + several proposed staff are P.E.'s but project manager experience is for mostly large projects.

Score 80  
(100-0)

20

Criteria: Similar Recent Project Experience (20%)

They have not done projects for Seminole County but they have done projects for Orange County, OCEA and FDOT.

Score 80  
(100-0)

16

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Team has not worked on Seminole County project. However they seem to have varied experience. Subconsultants are very good.

Score 80  
(100-0)

8

Criteria: Location of Firm (5%)

located in Orlando

Score 100  
(100-0)

5

83

3

PS-5169-04/AJR - Bear Lake Road

SUBMITTAL COMPANY NAME: JEA

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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/ Understanding of the Project (40%)

General overview of project corridor. Very general, not many specifics. No detailed drainage discussion

Score 70 28  
(100-0)

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Frank Van Pelt is proposed project manager. Frank worked for Seminole County / FDOT for 30 yrs.

Score 80 20  
(100-0)

Criteria: Similar Recent Project Experience (20%)

JEa has not done any design jobs for Seminole County. Most of their experience is on jobs in other areas of the state than Central Florida.

Score 75 15  
(100-0)

Criteria: Project Team Experience - Length of time proposed project team has worked together (10%)

Frank has many years of experience even though he is not a P.E. The team is qualified but the team experience is limited since Frank is new to the company.

Score 80 8  
(100-0)

Criteria: Location of Firm (5%)

office in Winter Park

Score 100 5  
(100-0)

84  
76  
(54)

PS-5169-04/AJR – Bear Lake Road

SUBMITTAL COMPANY NAME: Mac tec

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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/ Understanding of the Project (40%)

Good overall analysis. Good discussion of drainage problems.  
Good discussion of potential drainage solutions.

Score 85  
(100-0)

34

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Project manager is David Nichols. He is very experienced + used  
to work for the County.

Score 85  
(100-0)

21

Criteria: Similar Recent Project Experience (20%)

They are working on 434 Trail bridge for Seminole County.  
They have other experience w/FDOT + other jurisdictions.

Score 80  
(100-0)

16

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

The company is fairly new but the team is very  
experienced. However, they have not worked on a project  
like this in Seminole County.

Score 80  
(100-0)

8

Criteria: Location of Firm (5%)

located in Orlando

Score 100  
(100-0)

5

84.25

(2)

PS-5169-04/AJR -- Bear Lake Road

SUBMITTAL COMPANY NAME: Tetra-Tech, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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/ Understanding of the Project (40%)

Very general overview of project corridor. Good general  
Comments on drainage. Each specific discussion.

Score 75  
(100-0)

30

Criteria: Qualifications of the Proposed Personnel and the Firm (25%)

Project manager has good drainage experience. Senior  
Project Design/Coordinator is not a P.E..

Score 80  
(100-0)

20

Criteria: Similar Recent Project Experience (20%)

Tetra-Tech themselves has not done any work for Seminole  
County. They have done work for other local County  
governments.

Score 80  
(100-0)

16

Criteria: Project Team Experience – Length of time proposed project team has worked together (10%)

Team has not worked together on Seminole County  
projects.

Score 80  
(100-0)

8

Criteria: Location of Firm (5%)

located in Orlando

Score 100  
(100-0)

5

79  
(4)



# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: MACTEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b> <i>a lot of general maint. issues</i>	<u>75</u>	(40%) <b>30</b>
<b>Identify key areas that are a challenge in this project</b> <i>also fairly general</i>	<u>70</u>	(20%) <b>14</b>
<b>Innovative Solutions to improve drainage for this corridor</b> <i>one innovative soln. using trail</i>	<u>75</u>	(20%) <b>15</b>
<b>Team Experience</b> <i>Team experience is so-so</i>	<u>70</u>	(20%) <b>14</b>
Comments and Notes: _____		

Rater's name: Owen Reagan Signature: Owen O. Reagan

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

**73**

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: H.W. Lochner

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	<u>70</u>	(40%)
<i>fairly generic</i> <i>talked about details of other projects too much</i>		<u>28</u>
<b>Identify key areas that are a challenge in this project</b>	<u>60</u>	(20%)
<i>water quality</i> <i>didn't identify road cond.</i> <i>" "</i>		<u>12</u>
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>70</u>	(20%)
<i>the usual - CDS structure</i>		<u>14</u>
<b>Team Experience</b>	<u>70</u>	(20%)
<i>generalists</i>		<u>14</u>
Comments and Notes: _____		

Rater's name: Owen Reagan

Signature: Owen D. Reagan

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

68

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: Bowyer – Singleton

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	<u>90</u>	(40%)
<u>very thorough</u>		<u>36</u>
<b>Identify key areas that are a challenge in this project</b>	<u>95</u>	(20%)
<u>schools, water table, etc. preservation society</u>		<u>19</u>
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>70</u>	(20%)
<u>Pretty standard solutions</u>		<u>14</u>
<b>Team Experience</b>	<u>80</u>	(20%)
<u>Good Qualifications</u>		<u>16</u>
Comments and Notes: _____		

Rater's name: Owen Reagan

Signature: Owen D. Reagan

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

84

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: Bowyer - Singleton

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b> <u>Very Good</u>	<u>82</u>	(40%)
<u>Very detailed approach &amp; Project in Section and detailed analysis and Section. Utility info. MTO, Public Invol.</u>	<u>32.8</u>	
<u>Roadway - Maybe add curb/gutter in areas</u>		
<u>Ped/bike - 2 schools / 5th grade, - Upgrade to ADA</u>		
<b>Identify key areas that are a challenge in this project</b> <u>Very good</u>	<u>84</u>	(20%)
<u>Drainage issues</u>	<u>16.8</u>	
<u>how sidewalk contribute to run-off</u>		
<u>Very detailed approach to solving problems (designing). Address water quality permitting</u>		
<b>Innovative Solutions to improve drainage for this corridor</b> <u>Good(+)</u>	<u>78</u>	(20%)
<u>Stormceptor unit, St. Use Pond,</u>	<u>15.6</u>	
<u>Use close flame inlet / and add swale. Good MOT</u>		
<u>Pavement areas (Oletha Dr.) - Asp. Base</u>		
<b>Team Experience</b>	<u>80</u>	(20%)
<u>long term solid staff</u>	<u>16.0</u>	
Comments and Notes: <u>Very detailed / comprehensive approach</u> <u>Very good overall</u>		

Rater's name: Jerry McCollum

Signature: [Signature]

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

32.8  
16.8  
15.6  
16.0  
81.2

(1) Pavement condition (Good)

PE - 5 mo

Design - 10 month

(2) Raise sidewalk (TCE)

81.2

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: H.W. Lochner

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	<u>75</u>	(40%)
Discussed mostly larger projects done in Central Fl. Could be fairly general. General Public Involvement QA/QC Plan	<u>30.0</u>	
<b>Identify key areas that are a challenge in this project</b>	<u>75</u>	(20%)
Good little General		
Flooding Water Quality - Storm Catcher Speed of flow	<u>15.0</u>	
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>75</u>	(20%)
Good		
Storm Catcher use Minimize permitting	<u>15.0</u>	
<b>Team Experience</b>	<u>75</u>	(20%)
Good staff	<u>15.0</u>	
Comments and Notes: <u>Good little general</u> <u>but some specifics</u>		

Rater's name: Jerry McCollum Signature: [Signature]

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

75.0

- ① Time Schedule - 60/90 days for PE report
- ② Permitting Condition - Some resolving

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: MACTEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b> <u>Very good (+)</u>	<u>80</u>	(40%)
<u>3 Sections discussed - Very detailed</u>		
<u>Point out real problem areas</u>	<u>32.0</u>	
<u>Excellent job of pinpointing problems</u>		
<u>Water Quality issues - Not much</u>		
<u>roadway</u>		
<b>Identify key areas that are a challenge in this project</b>	<u>78</u>	(20%)
<u>Not much on Public Invol.</u>		
<u>Fill in Club Lake outfall - Problem area</u>	<u>15.6</u>	
<u>Inlet spread - How fix</u>		
<u>Very detailed on existing</u>		
<u>maintenance problem</u>		
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>80</u>	(20%)
<u>Use Stormceptor where necessary</u>		
<u>Solve many problems by common</u>	<u>16.0</u>	
<u>sense maintenance</u>		
<u>Use part of RR right of way</u>		
<b>Team Experience</b>	<u>80</u>	(20%)
<u>Good solid staff</u>	<u>16.0</u>	
<u></u>		
<u></u>		
Comments and Notes: <u>Very good especially on</u>		
<u>drainage - little work on roadway issues.</u>		

Rater's name: Jerrey McColl

Signature: [Signature]

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

64.0  
15.6  
79.6

- ① E1. Bear Lake
- ② Club Lake to East - outfall -
- ③ Inlet Spread - center section
- ④ West water body

79.6

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: MACTEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	90	(40%)
Good graphics. Discussed contacting Roads Team Leader. Good historical research. Good discussion on key flooding issues. Didn't discuss MOT issues		36
<b>Identify key areas that are a challenge in this project</b>	90	(20%)
Good discussion of cutfalls / challenges. Good identification of high groundwater issues		18
<b>Innovative Solutions to improve drainage for this corridor</b>	85	(20%)
Propose a quick GPS Survey to do initial drainage analysis. Discussed using trail corridor for a new cutfall. Mentioned Storm Septers.		17
<b>Team Experience</b>	90	(20%)
Dave Nichols will be project manager - has lots of local experience		18
89		
Comments and Notes: _____		

Rater's name: Brett Blackadar Signature: Brett Blackadar

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

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: Bowyer - Singleton

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	<u>90</u>	(40%)
Very detailed analysis of all drainage needs. Met w/ St. Johns + Bear Lake Lake Watch. Good approach to utilities. Proposed 15 month total project length.		36
<b>Identify key areas that are a challenge in this project</b>	<u>90</u>	(20%)
Discuss details about different drainage basins and typical sections.		18
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>95</u>	(20%)
Proposed use of storm sewers. Discussed joint-use ponds. Use of asphalt base for high groundwater areas. Good discussion of lane closures for MOT.		18
<b>Team Experience</b>	<u>100</u>	(20%)
Have worked on several other Seminole County projects.		20
		<b>93</b>
Comments and Notes: _____		

Rater's name: Brett Blackadar

Signature: Brett Blackadar

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



# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: H.W. Lochner

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	<u>75</u>	(40%)
<i>General approach to project. Did four field surveys. Good discussion on existing drainage conditions. Was not aware of local Bear Lake Preservation Society.</i>		<u>30</u>
<b>Identify key areas that are a challenge in this project</b>	<u>75</u>	(20%)
<i>Identified flooding areas + pollution issues.</i>		<u>15</u>
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>80</u>	(20%)
<i>Suggest video work to look @ pipe issues. Discussed liability issues of joint-use ponds. Presented storm sewers as a potential solution.</i>		<u>16</u>
<b>Team Experience</b>	<u>75</u>	(20%)
<i>Have not worked w/us but do other County + FDOT work. Discussed "out of the box" thinking for similar projects.</i>		<u>15</u>
<div style="border: 1px solid black; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center; margin: 10px auto;"> <u>76</u> </div>		
Comments and Notes: _____		

Rater's name: Brett Blackadar

Signature: Brett Blackadar

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

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: Bowyer - Singleton

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	<u>85</u>	<u>34</u> (40%)
<u>Detailed Review</u>		
<u>swale</u>		
<u>Inline Retention pond</u>		
<u>joint pond</u>		
<b>Identify key areas that are a challenge in this project</b>	<u>90</u>	<u>18</u> (20%)
<u>VERY GOOD</u>		
<u>utility / NOT 4V major detail</u>		
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>90</u>	<u>18</u> (20%)
<u>Storm separator</u>		
<u>Curb inlet side street</u>		
<b>Team Experience</b>	<u>90</u>	<u>18</u> (20%)
	<u>88</u>	
	<u>(1)</u>	
Comments and Notes: _____		

Rater's name: Antonio J. Alvarado Signature: \_\_\_\_\_

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

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: H.W. Lochner

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b> <u>AVERAGE APPROACH</u>	<u>75</u>	<u>30</u> (40%)
<b>Identify key areas that are a challenge in this project</b> <u>AVERAGE</u>	<u>75</u>	<u>15</u> (20%)
<b>Innovative Solutions to improve drainage for this corridor</b> <u>CDS STRUCTURES</u>	<u>75</u>	<u>15</u> (20%)
<b>Team Experience</b> <u>AVERAGE</u>	<u>75</u>	<u>15</u> (20%)
		<u>75</u>
		<u>3</u>
Comments and Notes: _____		

Rater's name: Antoine J. Brown Signature: \_\_\_\_\_

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

# INTERVIEW RATING FORM

Date: October 7, 2004

Interview for (work): Bear Lake Road (SR 436 to County Line)

Name of the Firm: MACTEC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
<b>Proposed Approach to Performing the Work</b>	<u>85</u>	<u>34</u> (40%)
<u>Good Resource Review</u>		
<u>Good Resources</u>		
<b>Identify key areas that are a challenge in this project</b>	<u>85</u>	<u>17</u> (20%)
<u>Good Resources</u>		
<b>Innovative Solutions to improve drainage for this corridor</b>	<u>85</u>	<u>17</u> (20%)
<b>Team Experience</b>	<u>85</u>	<u>17</u> (20%)
	<u>85</u>	
<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;"> <div style="font-size: 24px; font-weight: bold;">2</div> </div>		
Comments and Notes: _____		

Rater's name: Antoine J. Howard

Signature: \_\_\_\_\_

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

**ENGINEERING SERVICES AGREEMENT (PS-5169-04/AJR)**  
**BEAR LAKE ROAD - S.R. 436 TO THE ORANGE COUNTY LINE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **BOWYER-SINGLETON & ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 520 S. Magnolia Avenue, 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 preliminary engineering and final design services for Bear Lake Road from State Road 436 to the Orange County line 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 until thirty (30) days after final completion of the Bear Lake Road construction 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. The total annual compensation paid to the ENGINEER pursuant to this Agreement, including reimbursable expenses, shall not exceed COUNTY budgeted amounts for this project.

**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 Engineering Department  
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 ENGINEER.

**SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.**

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

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

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

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

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

#### **SECTION 9. RESPONSIBILITIES OF THE ENGINEER.**

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

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

applicable law for any and all damages to the COUNTY caused by the ENGINEER'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

**SECTION 11. TERMINATION.**

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

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

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

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

(c) If the termination is due to the failure of the ENGINEER to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the ENGINEER shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ENGINEER shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ENGINEER; provided, however, that the ENGINEER shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the ENGINEER.

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

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

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

**SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT.** The ENGINEER agrees that it will not discriminate against any employee or applicant for

employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

**SECTION 15. CONFLICT OF INTEREST.**

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

(b) The ENGINEER agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate

the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

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

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

**SECTION 18. INDEMNIFICATION OF COUNTY.** The ENGINEER agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the ENGINEER, whether caused by the ENGINEER or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

## SECTION 19. INSURANCE.

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

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

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

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



of each of the policies of insurance providing the coverage required by this Section.

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

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

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

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

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

able 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)
\$500,000.00	(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 (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County 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 ADR procedures set forth in subsection (a) above of which the ENGINEER had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR 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:**

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

**FOR ENGINEER:**

Bowyer-Singleton & Associates, Inc.  
520 S. Magnolia Avenue  
Orlando, Florida 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:

BOWYER-SINGLETON & ASSOCIATES, INC.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
KEVIN E. KNUDSEN, P.E.  
Director

(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: \_\_\_\_\_  
DARYL G. MCLAIN, 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  
10/8/04  
PS-5169-04/AJR

3 Attachments:

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



# **EXHIBIT A**

## **Bear Lake Road** SR 436 to Orange County Line Drainage Improvements Assessment (Preliminary Engineering and Final Design)

### **OBJECTIVE:**

The Bear Lake Road corridor experiences localized flooding and the roadway drainage system does not provide proper water quality for the Stormwater runoff. Many of the structures and stormwater pipes are undersized for the function they are serving. The project total length is approximately 2.1 miles. The purpose of this improvement is to look at feasible solutions for retrofitting this roadway. The primary goal will be to prevent flooding and to improve water quality. However, analysis of other Engineering issues will also need to be addressed.

This project will be split into two phases: Phase I – Preliminary Engineering and Phase II Final Design. All improvements to this roadway should be accomplished within the existing right-of-way or with as little additional right-of-way as possible. The following list of services outlines the tasks associated with each phase.

### **Phase I**

1. Prepare a Preliminary Engineering Technical Memorandum within 180 days from Notice to Proceed that includes recommendations regarding the most appropriate and cost effective solutions to the primary issues for this corridor.
2. Prepare typical roadway sections for the corridor.
3. Investigate pertinent drainage basin studies and reports involving the project site and perform field reconnaissance.
4. Prepare drawings based upon aerial photography using topographic information and similar data. Show pavement, stormwater management system and outfall points. These services shall include a stormwater management system plan and contain sufficient detail to indicate if a final engineering plan is feasible and meets County's objectives including costs. This shall include seasonal high groundwater levels and setting roadway grades. Sanitary sewers laterals and water mains shall be added to the plans developed from the base sheets. The design shall be submitted as part of the Preliminary Report.
5. Conduct a pre-application conference with the SJRWMD.
6. Provide a Preliminary Construction cost for each proposed improvement within the corridor showing quantity breakdowns of all items.
7. Present the findings to the community in a public meeting format.

### **Phase II**

Prepare final construction plans and all needed documentation to assist the county in bidding the construction of all recommended improvements from Phase I including all environmental permitting that is required.

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

# WORK ORDER

Work Order Number: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

**ATTACHMENTS TO THIS WORK ORDER:**

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

**METHOD OF COMPENSATION:**

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

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

Work Order Amount: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

**ATTEST:**

\_\_\_\_\_  
 (Company Name)

By: \_\_\_\_\_, President

\_\_\_\_\_, Secretary

Date: \_\_\_\_\_

(CORPORATE SEAL)

----- \*\*\*\*\* -----  
 BOARD OF COUNTY COMMISSIONERS  
 SEMINOLE COUNTY, FLORIDA

**WITNESSES:**

\_\_\_\_\_  
 (Contracts Analyst, print name)

By: \_\_\_\_\_  
 Peter W. Maley, Contracts Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
 (Contracts Analyst, print name)

As authorized by Section 330.3, Seminole  
 County Administrative Code

## WORK ORDER TERMS AND CONDITIONS

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

EXHIBIT C

RATE SCHEDULE

## Truth in Negotiations Certificate

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

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

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

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

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

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

(End of certificate)