

PROFESSIONAL SERVICES

34. **Approve ranking, authorize negotiations and award PS-1074-06/TRJ – Three Professional Geotechnical Services and Construction Material Testing and Inspection Agreements to: Ardaman & Associates, Inc. of Orlando, Nodarse & Associates, Inc. of Winter Park, and Professional Service Industries, Inc. of Orlando (Estimated Annual Amount \$100,000.00 per year).**

PS-1075-06/TRJ will provide for soils and material testing services for various construction projects within Seminole County.

This project was publicly advertised and the County received thirteen (13) submittals (listed in alphabetical order):

- Ardaman & Associates, Inc., Orlando;
- Ascgeosciences, Lakeland;
- BCI Engineers & Scientists, Lakeland;
- Deatrick Engineering Associates, Inc., Orlando;
- ECS-Florida, LLC., Orlando;
- Ellis & Associates, Inc., Ormond Beach;
- Florida Testing of Daytona, Inc., Deland;
- Geotechnical and Environmental Consultants, Inc., Orlando;
- GFA International, Orlando;
- Nodarse & Associates, Inc., Winter Park;
- Professional Service Industries, Inc., Orlando;
- Terracon Consultants, Inc., Orlando
- Universal Engineering Sciences, Inc., Orlando.

The Evaluation Committee, which consisted of Alan Ayash, Principal Engineer, Public Works; Al Collock, Lead Inspector, Public Works; Jerry McCollum, County Engineer, Public Works; Patti Leviti, Senior Coordinator, Environmental Services; and Bill Glennon, Principal Engineer, Public Works, evaluated the submittals. The initial evaluation consisted of:

Qualifications:

- Qualifications of firm & Sub consultants
- Individuals' educational background and training
- Similar work experience
- References

Project Approach:

- Project Approach
- Quality Control

Ability to Perform:

- Location of the firm
- Workload; ability and capacity of the Proposer to perform in a timely manner

Based on the initial evaluation criteria, the Evaluation Committee interviewed the top five (5) firms, listed alphabetically:

- Ardaman & Associates, Inc., Orlando;
- Geotechnical and Environmental Consultants
- Nodarse & Associates, Inc., Winter Park.
- Professional Service Industries, Orlando
- Universal Engineering Sciences, Orlando

Consideration was given to the following:

- Qualification of Project Staff
- Specific Laboratory Equipment and Capabilities
- Project Approach
- Quality Control Measures

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

- Ardaman & Associates, Inc., Orlando;
- Nodarse & Associates, Inc., Winter Park.
- Professional Service Industries, Inc., Orlando
- Universal Engineering Sciences, Inc., Orlando
- Geotechnical and Environmental Consultants, Inc., Orlando

Authorization for performance of services by the Consultants under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultants. The work and dollar amount for each Work Order will be negotiated on an as-needed basis for each project and will be within the Board approved budget for each project.

Public Works/Engineering Division; Environmental Services, Water and Waste Water Division; Administrative Services/Facilities Maintenance Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking list, authorize staff to negotiate with the three top ranked firms and authorize the Chairman to execute the Master Agreements as prepared by the County Attorney's Office.

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

BID NUMBER: PS-1074-06/TRJ

BID TITLE : Professional Geotechnical Services and Construction
Material Testing and Inspection

DATE: September 6, 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
Ardaman & Associates, Inc. 8008 S. Orlando Ave. Orlando, FL 32809 Charles H. Cunningham, P.E. Ph. (407) 855-3860 Fx. (407) 859-8121	Ascgeosciences 20 Lake Wire Drive, Suite 200 Lakeland, FL 33815 Christopher C. Basile, P.E. Ph. (863) 644-8300 Fx. (863) 644-8203	BCI Engineers & Scientists 2000 E. Edgewood Drive, Ste 215 Lakeland, FL 33803 Richard M. Powers, CEO Ph. (863) 667-2345 Fx. (863) 667-2662	Deatrick Engineering Associates, Inc. 9425 Tradeport Drive Orlando, FL 32827 Warren J. Deatrick, P.E. Ph. (407) 851-9776 Fx. (407) 851-6115
Response #5	Response #6	Response #7	Response #8
ECS-Florida, LLC 2815 Directors Row Orlando, FL 32809 Bruce Woloshin, V.P. Ph. (407) 859-8378 Fx. (407) 859-9599	Ellis & Associates, Inc. 1240 Hand Ave. Ormond Beach, FL 32174 Nick Owens, P.E. Ph. (904) 880-0960 Fx. (904) 880-0970	Florida Testing of Daytona, Inc. P.O. Box 633 DeLand, FL 32721 Geoff Webster, P.E. Ph. (386) 734-4038 Fx. (386) 738-7933	Geotechnical and Environmental Consultants, Inc. 1230 East Hillcrest Street Orlando, FL 32803 Gary L. Kuhns, P.E. Ph. (407) 898-1818 Fx. (407) 898-1837

Tabulated by: Timothy Jecks, Sr. Contracts Analyst

Evaluation Committee Meeting: September 27, 2006 at 3:00 pm, Reflections, Lake Jessup Conference Room, 500 W. Lake Mary Blvd., Sanford, FL 32773

Presentations: October 17, 2006 at 1:30 pm, Reflections, 500 W. Lake Mary Blvd., Sanford, FL 32773

Short-Listed Firms: Ardaman & Associates, Geotechnical and Environmental Consultants, Nodarse & Associates, Professional Service Industries, Universal Engineering Sciences

Recommendation: Ardaman & Associates, Nodarse & Associates, Professional Service Industries

BCC Agenda Date: December 12, 2006

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

BID NUMBER: PS-1074-06/TRJ

BID TITLE : Professional Geotechnical Services and Construction
Material Testing and Inspection

DATE: September 6, 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 #9	Response #10	Response #11	Response #12
GFA International 9659 Tradeport Drive Orlando, FL 32827 Paul H. Danforth, P.E. Ph. (407) 447-9865 Fx. (407) 447-9868	Nodarse & Associates 1675 Lee Road Winter Park, FL 32789 Leila Jammal Nodarse, P.E. Ph. (407) 740-6110 Fx. (407) 539-0420	Professional Service Industries, Inc 1748 33 rd Street Orlando, FL 32839 Jeffery H. M. Begovich, V.P. Ph. (407) 304-5560 Fx. (407) 304-5561	Terracon Consultants, Inc. 503 W. Central Blvd. Orlando, FL 32808 Arnold E. Gibbs, V.P. Ph. (407) 843-1311 Fx. (407) 843-1317
Response #13 Universal Engineering Sciences, Inc. 3532 Maggie Boulevard Orlando, FL 32811 David Wilshaw, M.S., P.G. Ph. (407) 423-0504 Fx. (407) 423-3106			

Tabulated by: Timothy Jecks, Sr. Contracts Analyst

Evaluation Committee Meeting: September 27, 2006 at 3:00 pm, Reflections, Lake Jessup Conference Room, 500 W. Lake Mary Blvd., Sanford, FL 32773

Presentations: October 17, 2006 at 1:30 pm, Reflections, 500 W. Lake Mary Blvd., Sanford, FL 32773

Short-Listed Firms: Ardaman & Associates, Geotechnical and Environmental Consultants, Nodarse & Associates, Professional Service Industries, Universal Engineering Sciences

Recommendation: Ardaman & Associates, Nodarse & Associates, Professional Service Industries

BCC Agenda Date: December 12, 2006


PRESENTATION RANKINGS

PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection

	P. Leviti	A. Ayash	B. Glennon	A. Collock	J. McCollum	TOTAL POINTS	RANKING
Ardaman & Associates	1	4	1	2	1	9	1
Geotechnical and Environmental Consultants	2	5	5	5	4	21	5
Nodarse & Associates	3	1	2	2	2	10	2
Professional Service Industries	5	2	3	1	3	14	3
Universal Engineering Sciences	4	3	4	4	5	20	4

The Evaluation Committee Recommends:

- Ardaman & Associates
- Nodarse & Associates
- Professional Service Industries


Alan Ayash


Al Collock


Jerry McCollum


Patti Leviti


Bill Glennon


Timothy Jecks

Presentation Evaluation

PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: *Jennette Lewis*

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.

Qualification of Project Staff (20%) 47 years experience in
So, GEO Pro. Dip Master Degrees (2), 30+ yrs
experience - ACT & AWSI Certified.

Score 90 18
(0-20)

Specific Laboratory Equipment and Capabilities (20%) equipment to
Test Soils, Concrete, Asphalt, Masonry &
Payment materials' accepted by FDOT & CMEC.

Score 85
(0-20)

Project Approach (40%) the ATP background in
materials Testing. In house Drill Rigs
quick turn around - Soils Test Larger &
Best Equipped per Proclamation
Early communication, Mobilize right Equipment

Score 90
(0-40)

Quality Control (20%) Single Point of Contact, 2 Eng.
must sign off reviewed and signed off
by 2 Eng. mobilize in 1 to 7 days.

Score 85
(0-20)

TOTAL SCORE (0-100 Points)

88

RANKING

1

10/17/2006
1:30 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Geotechnical and Environmental Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Jeanette Lewis

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.

Qualification of Project Staff (20%) See 6 Projects
77-92 Proj 46A, Justice Center
Trails - See 6 Projects - DOT Contracts since 88
Back up manager 24 year experience
Yonkers Lake Reclaim Main. Score 90
(0-20)

Specific Laboratory Equipment and Capabilities (20%) Sub ^{Locations} Orlando/Kissimmee
FDOT Accredited - Sub-surface Ground Penetrator
Radar capabilities, Certified Tech's Score 95
(0-20)

Project Approach (40%) 1 primary Contact with 1 backup
Understanding Project to field operations at
a time - Polk County involving structure.
(Hydro Geology) (Cable #) Score 85
(0-40)

Quality Control (20%) right information at Right Time?
35 years experience for person handling QC
Yon (Sr & Jr Engineers) Reports to be reviewed
by Score 80
(0-20)

TOTAL SCORE (0-100 Points) 70.4
RANKING 2

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2:00 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: ~~Professional Service Industries, Inc.~~ *Neckars & Associates*

QUALIFICATION COMMITTEE MEMBER: *Jeanette Lewis*

- 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.

Qualification of Project Staff (20%) *qualified. PM & Principle*
20 years + (62 Subs) / Materials & Inspection
Each all Certified Drilling License
(East Lake Mary Blunt Project - The Tech
inspector dedicated to Sem Co. Score 95
 (0-20)

Specific Laboratory Equipment and Capabilities (20%)
Small Lab - Soils & Materials - expensive
field equipment, In house drilling,
Lab FDOT insp MASHTO, CMEC Score 80
 (0-20)

Project Approach (40%) *Quarterly Review of Contract.*
Communication Key - Communication
 Score 85
 (0-40)

Quality Control (20%) *All Test Reviewed & Seal all*
reports
 Score 80
 (0-20)

TOTAL SCORE (0-100 Points) 68
 RANKING 3

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Universal Engineering Sciences, Inc.

QUALIFICATION COMMITTEE MEMBER: José Luis Leiva

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.

Qualification of Project Staff (20%) Phone Service - secondary - on
Hold - Contracts Manager 30+ year experience
22 years Geo Test exp. (7 Project Managers)
(2) Tech handle bulk of work.

Score 80
(0-20)

Specific Laboratory Equipment and Capabilities (20%) Lab open 7 days
Local Lab - Concrete & Tech in Lab.
Archive Data base to Track Projects; Imaging
System

Score 85
(0-20)

Project Approach (40%) review determine needs, report
follow up after report is received.

Score 90
(0-40)

Quality Control (20%) Pre Con, Internal communication plan
Semi-Tech on Project as much as possible Tech
Sheet so no testing gets missed
all equipment Calibrated.

Score 80
(0-20)

TOTAL SCORE (0-100 Points) 67
RANKING 4

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: ~~Nedarse & Associates~~ Professional Services Industries

QUALIFICATION COMMITTEE MEMBER: Juanita Scott

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.

Qualification of Project Staff (20%) 70+ Eng (45) Techn Team
work - 33 ACI Tech &

Score 80
(0-20)

Specific Laboratory Equipment and Capabilities (20%) Orlando Lab -
Certified FDOT A570, Cor of Eng
(Claims Largest) in Fla Ground penetrating
radar (Soils) (5) Materials (3)

Score 95
(0-20)

Project Approach (40%) Key to Approach (Communication)
Work with one point of contact 24hr per day
responds within 1hr.
full services including remediation

Score 80
(0-40)

Quality Control (20%) detailed system of internal checks.
30 yrs experience - manouered inspection

Score 85
(0-20)

TOTAL SCORE (0-100 Points) 66

RANKING 5

Presentation Evaluation

PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: J McCallum

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.

Qualification of Project Staff (20%) one of largest firms, 47 yrs
Central Fl. 150 Orlando. Very good
senior level staff.
Very good (+) Score 16.4 82
(0-20)

Specific Laboratory Equipment and Capabilities (20%)
Fully equipped - "Best in Southeast"
Very good (+) Score 16.4 82
(0-20)

Project Approach (40%) Covers all aspects of
geotech. Have done numerous projects
for County. 50 local engineers for
approach. Various numerous gov. contracts. Score 32.8 82
(0-40)

Expedite all reports, minimize turnaround time
Very good (+) . Phase I/II Env. assessments
Quality Control (20%) Reviewed all test by PE
twice. All reports signed reviewed by
2 engineers 1 PE 80 of engineers
have advanced degrees Score 16.4 82
(0-20)

Good discussions regarding

TOTAL SCORE (0-100 Points) 82.0

RANKING 1

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Presentation Evaluation

PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Nodarse & Associates

QUALIFICATION COMMITTEE MEMBER: J McCollum

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.

Qualification of Project Staff (20%) 44 staff in Winston Salem
62 techs in Central FL, Very broad and 80
relevant experience. Several projects in
Sumner County. Also very good in inspection
Have 3 inspectors / tech. identified Very good Score 16.0
(0-20)

Specific Laboratory Equipment and Capabilities (20%)
5K S/M Lab. Complete Lab 78
12 drill rigs
Good (++) Score 15.6
(0-20)

Project Approach (40%) Quarterly contracts on all small
services. Maintain constant and 78
expedient contact.
Good (++) Score 31.2
(0-40)

Quality Control (20%) Strong on statewide committees
Chair of CMEC. Have QA manual 78
Have corp QA/QC on labs
All reports IE sealed Good (++) Score 15.6
(0-20)

TOTAL SCORE (0-100 Points)

78.4

RANKING

2nd

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Presentation Evaluation

PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Professional Service Industries, Inc

QUALIFICATION COMMITTEE MEMBER: J McCollum

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.

Qualification of Project Staff (20%) 70 ± 5% total
IS engs "largest firm" in Central FL.
All projects have 2 reviewers.
Good (++) 78
Score 15.6
(0-20)

Specific Laboratory Equipment and Capabilities (20%)
Largest in Central FL. Various
Special labs. Extensive lab
equip
Very good (+) 82
Score 16.4
(0-20)

Project Approach (40%) Done Ltr 30 days in Central FL
Communication issues - Respond in 1 hour
General
Good (+) 76
Score 30.4
(0-40)

Quality Control (20%) Check / Balance system
Have 1 person to perform 3rd party review
Split sample program - 2 signature
Sealed by PE.
Good (++) 78
Score 15.6
(0-20)

TOTAL SCORE (0-100 Points) 78.0

RANKING 3

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Geotechnical and Environmental Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: J McCollin

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.

Qualification of Project Staff (20%) Has 42 employees
Focus on Central FL only
Have done projects as sub's. Good (++)
SK++ 78
Score 15.6
(0-20)

Specific Laboratory Equipment and Capabilities (20%)
Complete Lab. Stress triaxial equip
Good on consolidation. 78
Good (++) Score 15.6
(0-20)

Project Approach (40%) Have done various projects
for design in areas. Addressed W17/92 project. 78
Can run 6 field ops at once. Used
Exp. system (17/92). Contamination issues. Score 31.2
General approach on issues. Good (++)
Hydrogeology - Ground penetrating radar (0-40)

Quality Control (20%) Geotech. Sen/Jr. Engineer, -
Mike Linn also reviews 76
Good (+) Score 15.2
FICE Annual 2009 - PH 5. - Khole (0-20)

TOTAL SCORE (0-100 Points) 77.6

RANKING 4

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Presentation Evaluation

PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Universal Engineering Sciences, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCall

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.

Qualification of Project Staff (20%) 7 Proj. Eng. 45 technicians
2 specific tech. for this project.

78

Good (++)

Score 15.6
(0-20)

Specific Laboratory Equipment and Capabilities (20%) 8 drill rigs
in total. No 1 for FOOT for testing
Open 7 days a week. Complete lab
stock in lab

78

Good (++)

Score 15.6
(0-20)

Project Approach (40%) look first at their database
look at site report. Report. Actual cost
propos - before scope. Use audit
sheet.

75

General

Score 30.0
(0-40)

Quality Control (20%) System and Manual
Covers records, equipment.

76

Good (+)

Score 15.2
(0-20)

TOTAL SCORE (0-100 Points)

76.4

RANKING

5

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: William M. Glenney

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
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Describe strengths, weaknesses and deficiencies to support your assessment.

Qualification of Project Staff (20%) Mark Mongean, Randy Horner

(25%) Charles Cunningham, Bill Fox, 47 years experience
(SC resident)

Score 19
(0-20)

Specific Laboratory Equipment and Capabilities (20%) Randy Supervises CMC Lab
Soils, Cone, Asphalt, Mortar, pavement. US ACOE qualification
Electronic Earth Explorer. Largest soils lab in FL.

Score 20
(0-20)

Project Approach (40%) Public Safety, Low maintenance CEM+Testing Lab,
Early communication; Assign PE to oversee EVERY project

Score 38
(0-40)

Quality Control (20%) FDOT Certified, CMEC Cert, Inspected Annually
by CMEC

Score 19
(0-20)

TOTAL SCORE (0-100 Points)

96

RANKING

1) Environmental Services Division Waste Fuel
Carl Stevens, Retrolbaum

1

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Nodarse & Associates
~~Professional Services Industries Inc.~~

QUALIFICATION COMMITTEE MEMBER: William M. Glennon

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
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Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualification of Project Staff (20%) Leila Nodarse, Jay Casper, Jim Tamara,
Don Dunham, Jose Costa, Jill Vargas. FDOT, CMEL, CRQP Certs
Extensive SC project experience I-9, Lake Mary Blvd, 96A

Score 19
(0-20)

Specific Laboratory Equipment and Capabilities (20%) Conc, Asphalt, Soils, 12
Rigs for drill. AASHTO, CMEL, FDOT Certified

Score 19
(0-20)

Project Approach (40%) 3 Technicians, Abel Fox, Harry Monestring Luis Garcia
Contact Quarterly for areas of improvement. Jay primary point of contact.
Communication is Key.

Score 37
(0-40)

Quality Control (20%) Don Dunham CMEL Chairman, Both In-house
Training and CMEL, CRQP/FDOT Training - Environmental Services Group
Debra Harrington

Score 20
(0-20)

TOTAL SCORE (0-100 Points)

77 95

RANKING

2

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2

Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME:

Professional Services Industries, Inc
~~Professional Services Industries, Inc~~

QUALIFICATION COMMITTEE MEMBER:

William M. Gleason

- INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - 80 – 89 Excellent, Very Good, Solid in all respects.
 - 70 – 79 Good, No major weaknesses, Fully Acceptable as is
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Describe strengths, weaknesses and deficiencies to support your assessment.

Qualification of Project Staff (20%)

Jeff Baguich, 70 Tech Staff, Continuity
& experience, ACI Level I, (33)

Score 18
(0-20)

Specific Laboratory Equipment and Capabilities (20%)

Orlando Largest test in
Fla, AASHTO, CMEC, ACOE. Soils & Aggregate; Concrete;
Asphalt; Specialized Equipment PDA Testing, GPR, Windsor Hammer

Score 19
(0-20)

Project Approach (40%)

CTQP, CMEC & NACE certified
30 years exp; Communication, Nextel

Score 35
(0-40)

Quality Control (20%)

Quality Manual, Equipment calibration
In House Full service Environmental Services
Jeff Martin Environment Services.

Score 17
(0-20)

TOTAL SCORE (0-100 Points)

89

RANKING

3

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2

Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Universal Engineering Sciences, Inc.

QUALIFICATION COMMITTEE MEMBER: William M. Glendon

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.

Qualification of Project Staff (20%) Mark Israel, David Wilshaw, Fred (Vacation) Kan (Hospital)
7 Sr Proj Managers; Beth Cleary; In house bldg Dept;
95 Field Technicians

Score 17
(0-20)

Specific Laboratory Equipment and Capabilities (20%) CMEC, open 7 days a week.
Quick Turn around of test results, Voids in masonry

Score 18
(0-20)

Project Approach (40%) SR439 + Markham Woodly, In house data base system
Keep "same people" on site all the time, Meet, Review, Precon
Failure notification. "Client Friendly" Billing. Budget status.

Score 35
(0-40)

Quality Control (20%) ISO 1570 for testing & calibration R1897
In house program by David Moore for Bill Crow Environmental
Dept. Drill Rigs for

Score 17
(0-20)

TOTAL SCORE (0-100 Points)

87

RANKING

4

Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Geotechnical and Environmental Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: ~~XXXXXXXXXX~~ Bill Glennon

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.

Qualification of Project Staff (20%) Gary Coon, Mike Byerly, Don Spittel
Chris Meyer, Mike Preim 47 employees

Score 15
(0-20)

Specific Laboratory Equipment and Capabilities (20%) 2 location, Orlando & Ft
Soil, Concrete, Aggregate, Asphalt, Consolidation testing, GPR

Score 15
(0-20)

Project Approach (40%) Working w/ City of Orlando - 17-92 project
detailed profile of groundwater depth, stormwater volume, screening report
for contaminated material, Hydrogeology. Author of Bond Law II.

Score 36
(0-40)

Quality Control (20%) Mike Preim 35 years exp. Sr & Jr Engineer
is assigned. CMEC & FDOT, 2004 FICE award.
Mike

Score 13
(0-20)

TOTAL SCORE (0-100 Points)

79

RANKING

5

10/17/2006
2:00 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Nodarse & Associates

QUALIFICATION COMMITTEE MEMBER: ALAN AYASH

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.

Qualification of Project Staff (20%) _____

Score 18
(0-20)

Specific Laboratory Equipment and Capabilities (20%) _____

Score 19
(0-20)

Project Approach (40%) _____

Score 38
(0-40)

Quality Control (20%) _____

Score 19
(0-20)

TOTAL SCORE (0-100 Points)

94

RANKING

1

10/17/2006
2:30 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Professional Service Industries, Inc

QUALIFICATION COMMITTEE MEMBER: Alan Ayash

- 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.

Qualification of Project Staff (20%) _____

70 staff Const. Inspections

33 Certified Tech in Orlando

Score 18
(0-20)

Specific Laboratory Equipment and Capabilities (20%) _____

Score 19
(0-20)

Project Approach (40%) _____

Score 36
(0-40)

Quality Control (20%) _____

Score 18
(0-20)

TOTAL SCORE (0-100 Points)

91

RANKING

2

10/17/2006
3:00 PM

Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Universal Engineering Sciences, Inc.

QUALIFICATION COMMITTEE MEMBER: ALAN AYASH

- 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.

Qualification of Project Staff (20%) _____

45 Field Techs

Score 17
(0-20)

Specific Laboratory Equipment and Capabilities (20%) 7 days a week / Good
GPS capability Response

Score 17
(0-20)

Project Approach (40%) _____

Score 36
(0-40)

Quality Control (20%) _____

Score 16
(0-20)

TOTAL SCORE (0-100 Points)

86

RANKING

3

10/17/2006
3:30 PM

Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: ALAN AYASH.

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.

Qualification of Project Staff (20%) _____

150 employee
80% with Master degrees

Score 18
(0-20)

Specific Laboratory Equipment and Capabilities (20%) _____

inspected Annually.

Score 19
(0-20)

Project Approach (40%) _____

Score 30
(0-40)

Quality Control (20%) _____

Score 17
(0-20)

TOTAL SCORE (0-100 Points)

84

RANKING

4

10/17/2006
1:30 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Geotechnical and Environmental Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: ALAN AYASH

- 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.

Qualification of Project Staff (20%)

(44 employees) / City of Orlando
(19 Engineers) /
117 project / Geotech exp.
in many projects / I-4-908 Interchange.

Score 16
(0-20)

Specific Laboratory Equipment and Capabilities (20%)

2 labs, Orlando, Kissimmee
only Asphalt.

Score 17
(0-20)

Project Approach (40%)

Score 33
(0-40)

Quality Control (20%)

Score 15
(0-20)

TOTAL SCORE (0-100 Points)

79

RANKING

5

10/17/2006
2:00 PM

Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Professional Service Industries, Inc

QUALIFICATION COMMITTEE MEMBER: AL Colloco

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.

Qualification of Project Staff (20%)

Score 20
(0-20)

Specific Laboratory Equipment and Capabilities (20%)

Score 20
(0-20)

Project Approach (40%)

7-Days Good Ident Score 36
(0-40)

Quality Control (20%)

Score 20
(0-20)

TOTAL SCORE (0-100 Points)

96

RANKING

1

10/17/2006
3:00 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Ardaman & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: AL COLLECT

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.

Qualification of Project Staff (20%) STAFF ALL QUALIFICATION GOOD

Score 20
(0-20)

Specific Laboratory Equipment and Capabilities (20%)

Score 20
(0-20)

Project Approach (40%)

Score 35
(0-40)

Quality Control (20%)

Score 20
(0-20)

TOTAL SCORE (0-100 Points)

95

RANKING

2

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Nodarse & Associates

QUALIFICATION COMMITTEE MEMBER: AL Collock

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.

Qualification of Project Staff (20%) _____

_____ Score 20
(0-20)

Specific Laboratory Equipment and Capabilities (20%) _____

_____ Score 20
(0-20)

Project Approach (40%) _____

_____ Score 35
(0-40)

Quality Control (20%) _____

_____ Score 20
(0-20)

TOTAL SCORE (0-100 Points)

95

RANKING

2

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2:30 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Universal Engineering Sciences, Inc.

QUALIFICATION COMMITTEE MEMBER: AL COLLOCK

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.

Qualification of Project Staff (20%) _____

_____ Score 20
(0-20)

Specific Laboratory Equipment and Capabilities (20%) _____

_____ Score 20
(0-20)

Project Approach (40%) _____

_____ Score 30
(0-40)

Quality Control (20%) _____

_____ Score 20
(0-20)

TOTAL SCORE (0-100 Points)

90/100
4

RANKING

10/17/2006
3:30 PM

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Presentation Evaluation

PS-1074-06/TRJ – Professional Geotechnical Services and Construction Material Testing and Inspection

SUBMITTAL COMPANY NAME: Geotechnical and Environmental Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: AL Colloock

- 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.

Qualification of Project Staff (20%) 44 exp. (19 exp)
DID NOT GO INTO DETAIL REGARDING LAB + FIELD PERSON.

Score 18
(0-20)

Specific Laboratory Equipment and Capabilities (20%) (ask) of
(Traxtons)

Score 20
(0-20)

Project Approach (40%) How many jobs on their own
None stated.

Score 25
(0-40)

Quality Control (20%) Seems to be Design

Score 10
(0-20)

TOTAL SCORE (0-100 Points)

~~77~~ 73
5

RANKING

10/17/2006
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**CONSULTANT SERVICES AGREEMENT (PS-1074-06/TRJ)
PROFESSIONAL GEOTECHNICAL SERVICES AND
CONSTRUCTION MATERIAL TESTING AND INSPECTION**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PROFESSIONAL SERVICE INDUSTRIES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1748 33rd Street, Orlando, FL 32839, hereinafter called the "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide professional geotechnical services and construction material testing and inspection in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish professional services to the COUNTY and desires to provide 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 for a period of two (2) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. 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:

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

For CONSULTANT:

Professional Services Industries, Inc.
1748 33rd Street
Orlando, FL 32839

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:

PROFESSIONAL SERVICE INDUSTRIES, INC.

, Secretary

By: _____
JEFFREY H. M. BEGOVICH
Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/jjr

11/15/06

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3 Attachments:

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

EXHIBIT "A"

SCOPE OF SERVICES
Professional Engineering Services
for Soil and Materials Testing

Price Schedule

Specific services shall include, but not be limited to sampling and testing of soils, concrete, asphalt and various other constructions materials.

#	Item	Cost per Unit
1.	In-Place density tests	\$
2.	Standard or modified proctors	\$
3.	Limerock Bearing Ratio tests (3 points)	\$
4.	Compressive strength of concrete cylinders (4 per set)	\$
5.	Compressive strength of soil-cement pills (4 per set)	\$
6.	Asphalt extraction, gradation, & Marshall stability tests	\$
7.	Core drilling & soils analysis	\$

CONSULTANT SHALL NOT PROVIDE PRICES WITH THEIR SUBMITTAL. THIS PAGE IS FOR INFORMATION PURPOSES ONLY RELATED TO THE POSSIBLE SERVICES TO BE PROVIDED UNDER THE AGREEMENT.

**PROFESSIONAL & TECHNICAL SERVICES
HOURLY RATES**

	CLASSIFICATION	Hourly Rates
1.	Principal Engineer/Scientist	\$ 00
2.	Registered Senior Engineer/Scientist	\$ 20
3.	Project Engineer/Scientist II	\$ 30
4.	Project Engineer/Scientist I	\$ 40
5.	Staff Engineer/Scientist	\$ 50
6.	Engineering/Scientific Associate	\$ 60
7.	Senior Engineering Technician	\$ 70
8.	Engineering Technician	\$ 80
9.	Draftsman	\$ 90
10.	Technical Secretary	\$ 00

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INFORMATION PURPOSES ONLY RELATED TO THE POSSIBLE SERVICES TO BE PROVIDED
UNDER THE AGREEMENT.**

STEEL INSPECTION

	INSPECTION	PRICE PER UNIT
1.	Inspection of Welds & Bolt Torquing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew	\$ \$ \$
2.	Reinforcing Steel Inspection	\$
3.	Nondestructive Testing of Steel & Connections	\$

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**GEOTECHNICAL INVESTIGATIONS
& SOIL TESTING**

#	ITEM	Price per Unit	Unit
1.	Standard Penetration Test Borings (ASTM D-1586) (minimum 50 feet per job) A) 0 - 50 foot depth interval B) 50 - 100 foot depth interval C) 100 - 125 foot depth interval D) 125 - 150 foot depth interval	\$ \$ \$ \$	Foot Foot Foot Foot
2.	Auger Borings (minimum 100 feet per job)	\$	Foot
3.	Manual Auger Borings	\$	Foot
4.	Drill Service from Floating Platform	\$	Each
5.	Rock Coring	\$	Each
6.	Installation of Steel Casing	\$	Each
7.	Ground Penetrating Radar	\$	Each
8.	Cone Penetrometer Radar	\$	Foot
9.	Dilatometer Soundings	\$	Each
10.	Atterberg Limits A) Liquid Limit (LL) - Plastic Limit (PL) B) Shrinkage Limit (SL)	\$ \$	sample sample
11.	California Bearing Ratio	\$	sample

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#	ITEM	Price per Unit	Unit
12.	Consolidation A) Consolidation with Reload	\$ \$	sample sample
13.	Corrosion Resistance (pH and R)	\$	sample
14.	Field Density Tests (minimum 3 tests per trip)	\$	each
15.	Florida Bearing Value (FBCV)	\$	sample
16.	Florida Bearing Value Determination of Blend Proportions	\$	sample
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)	\$ \$	sample sample
18.	Ground Penetrating Radar	\$	Each
19.	Limerock Bearing Ratio (LBR) (3 point)	\$	sample
20.	Limerock Bearing Ratio (LBR) (5 point)	\$	sample
21.	Moisture Content	\$	sample
22.	Moisture Density Test (Standard or Modified Proctor)	\$	sample
23.	Monitor Well Installation - 2" or 4" PVC	\$	Each
24.	Muck Probing 2 Man Crew 3 Man Crew	\$ \$	day day
25.	Organic Content Determination	\$	sample
26.	pH	\$	sample

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#	ITEM	Price per Unit	Unit
27.	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	\$	each
28.	Permeability Tests - Laboratory Granular Soil Cohesive Soil	\$ \$ \$	sample sample
29.	Soil-Cement, Field Testing & Observation	\$	sq yd
30.	Soil-Cement Laboratory Design Mixes (FOB Laboratory)	\$	mix
31.	Soil Plate Load Test (ASTM)	\$	Test
32.	Specific Gravity	\$	sample
33.	Double Ring Infiltration Test	\$	hour
34.	Relative Density Test	\$	each
35.	Triaxial Compression Test (CU) (3 points) additional points	\$ \$ \$	each each
36.	Unconfined Compression Tests	\$	sample
37.	Undisturbed Thin-Walled Tube Sampling	\$	tube
38.	Unit Weight	\$	sample

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**ASPHALTIC CONCRETE
INSPECTION SERVICES**

#	ITEM	Price per Unit	Unit
1.	Asphaltic Concrete Paving Plant Inspection	\$	day
2.	Asphaltic Concrete Extraction & Hubbard-Field Stability (FOB Lab)	\$	sample
3.	Asphaltic Concrete Extraction Gradation	\$	sample
4.	Asphaltic Concrete Extraction/Gradation & Marshall Stability (FOB Lab)	\$	sample
5.	Asphalt Marshall Stability	\$	sample
6.	Asphaltic Concrete Paving Design Mix, Stability Test, Job Mix Formula, Aggregate Test and Trail Batches	\$	Each
7.	Hubbard-Field Stability	\$	Each
8.	Marshall Stability (including void analysis & family of curves	\$	Mix
9.	Marshall Stability (all F.A.A. requirements)	\$	mix
10.	Modified Marshall Stability (for use with emulsified asphalt's)	\$	Each
11.	Coring Pavement for Density &/or Thickness	\$	sample
12.	Asphalt Core Density (core provided by others)	\$	sample

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CONCRETE TESTING

	Concrete Aggregate Tests (FOB Lab)	Price per Unit	Unit
1.	Sieve Analysis, Fine or Coarse	\$	sample
2.	Absorption	\$	sample
3.	Specific Gravity	\$	Sample
4.	Unit Weight	\$	Sample
5.	Material Finer than No. 200 Sieve	\$	Sample
6.	Organic (Color metric ASTM C-40)	\$	Sample
7.	Salt Content	\$	Sample
8.	Los Angeles Abrasion	\$	Sample
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)	\$ \$	sample sample
10.	Masonry Mortar Strength Comparative, Sand or Water	\$	Sample
	Concrete Beams		
11.	Flexural Strength, Making & Testing (3 Tests per set)	\$	set

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Concrete Masonry Units or Prisms			
12.	Compressive Strength, ASTM C-140, 5 Specimens	\$	Each
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens	\$	Each
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	\$	prism
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477	\$	prism
16.	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	\$	set
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	\$	set
Concrete Coring			
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness	\$	Each
19.	Coring Site Accessible - Does not include mobilization charge, staging &/or scaffolding, 4" diameter or smaller, 6" thickness or less) Compressive Strength of Concrete Cores (cores provided by others)	\$	each
Grout Cubes			
20.	Making & Compression Tests of 2" Cubes from Job Site (set of 3)	\$	set

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Concrete Cylinders			
21.	Making & Compression Tests of 6" x 12" Cylinders (Slump Test included)	\$	set
22.	Compression Tests of 6" x 12" Cylinders	\$	set
23.	Extra Slump Tests	\$	Each
24.	Air Content Tests	\$	Each
Concrete Design Mixes			
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	\$	mix
26.	Brush/Loss (for soil cement basis) ASTM Durarock & pug mix	\$	
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$	set
	Concrete Ready Mix Plant or Job Inspection	\$	Each
	Pre-Fabricated Panel Tests, ASTM or FHA	\$	Each

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**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: _____
, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

County Attorney

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.

EXHIBIT "B"

- 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.

**CONSULTANT SERVICES AGREEMENT (PS-1074-06/TRJ)
PROFESSIONAL GEOTECHNICAL SERVICES AND
CONSTRUCTION MATERIAL TESTING AND INSPECTION**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ARDAMAN & ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 8008 S. Orange Avenue, Orlando, FL 32809, hereinafter called the "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide professional geotechnical services and construction material testing and inspection in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish professional services to the COUNTY and desires to provide 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 for a period of two (2) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. 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:

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

For CONSULTANT:

ARDAMAN & ASSOCIATES, Inc.
8008 S. Orange Avenue
Orlando, FL 32809

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:

ARDAMAN & ASSOCIATES, INC.

, Secretary

By: _____
CHARLES H. CUNNINGHAM
Project Manager

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/jjr
11/15/06

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3 Attachments:

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

EXHIBIT "A"

SCOPE OF SERVICES
Professional Engineering Services
for Soil and Materials Testing

Price Schedule

Specific services shall include, but not be limited to sampling and testing of soils, concrete, asphalt and various other constructions materials.

#	Item	Cost per Unit
1.	In-Place density tests	\$
2.	Standard or modified proctors	\$
3.	Limerock Bearing Ratio tests (3 points)	\$
4.	Compressive strength of concrete cylinders (4 per set)	\$
5.	Compressive strength of soil-cement pills (4 per set)	\$
6.	Asphalt extraction, gradation, & Marshall stability tests	\$
7.	Core drilling & soils analysis	\$

CONSULTANT SHALL NOT PROVIDE PRICES WITH THEIR SUBMITTAL. THIS PAGE IS FOR INFORMATION PURPOSES ONLY RELATED TO THE POSSIBLE SERVICES TO BE PROVIDED UNDER THE AGREEMENT.

**PROFESSIONAL & TECHNICAL SERVICES
HOURLY RATES**

	CLASSIFICATION	Hourly Rates
1.	Principal Engineer/Scientist	\$ 00
2.	Registered Senior Engineer/Scientist	\$ 20
3.	Project Engineer/Scientist II	\$ 15
4.	Project Engineer/Scientist I	\$ 12
5.	Staff Engineer/Scientist	\$ 10
6.	Engineering/Scientific Associate	\$ 8
7.	Senior Engineering Technician	\$ 7
8.	Engineering Technician	\$ 6
9.	Draftsman	\$ 5
10.	Technical Secretary	\$ 4

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INFORMATION PURPOSES ONLY RELATED TO THE POSSIBLE SERVICES TO BE PROVIDED
UNDER THE AGREEMENT.**

STEEL INSPECTION

	INSPECTION	PRICE PER UNIT
1.	Inspection of Welds & Bolt Torquing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew	\$ \$ \$
2.	Reinforcing Steel Inspection	\$
3.	Nondestructive Testing of Steel & Connections	\$

DO NOT WRITE IN THESE SPACES

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GEOTECHNICAL INVESTIGATIONS & SOIL TESTING

#	ITEM	Price per Unit	Unit
1.	Standard Penetration Test Borings (ASTM D-1586) (minimum 50 feet per job) A) 0 - 50 foot depth interval B) 50 - 100 foot depth interval C) 100 - 125 foot depth interval D) 125 - 150 foot depth interval	\$ \$ \$ \$	Foot Foot Foot Foot
2.	Auger Borings (minimum 100 feet per job)	\$	Foot
3.	Manual Auger Borings	\$	Foot
4.	Drill Service from Floating Platform	\$	Each
5.	Rock Coring	\$	Each
6.	Installation of Steel Casing	\$	Each
7.	Ground Penetrating Radar	\$	Each
8.	Cone Penetrometer Radar	\$	Foot
9.	Dilatometer Soundings	\$	Each
10.	Atterberg Limits A) Liquid Limit (LL) - Plastic Limit (PL) B) Shrinkage Limit (SL)	\$ \$	sample sample
11.	California Bearing Ratio	\$	sample

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#	ITEM	Price per Unit	Unit
12.	Consolidation A) Consolidation with Reload	\$ \$	sample sample
13.	Corrosion Resistance (pH and R)	\$	sample
14.	Field Density Tests (minimum 3 tests per trip)	\$	each
15.	Florida Bearing Value (FBCV)	\$	sample
16.	Florida Bearing Value Determination of Blend Proportions	\$	sample
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)	\$ \$	sample sample
18.	Ground Penetrating Radar	\$	Each
19.	Limerock Bearing Ratio (LBR) (3 point)	\$	sample
20.	Limerock Bearing Ratio (LBR) (5 point)	\$	sample
21.	Moisture Content	\$	sample
22.	Moisture Density Test (Standard or Modified Proctor)	\$	sample
23.	Monitor Well Installation - 2" or 4" PVC	\$	Each
24.	Muck Probing 2 Man Crew 3 Man Crew	\$ \$	day day
25.	Organic Content Determination	\$	sample
26.	pH	\$	sample

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#	ITEM	Price per Unit	Unit
27.	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	\$	each
28.	Permeability Tests - Laboratory Granular Soil Cohesive Soil	\$ \$ \$	sample sample
29.	Soil-Cement, Field Testing & Observation	\$	sq yd
30.	Soil-Cement Laboratory Design Mixes (FOB Laboratory)	\$	mix
31.	Soil Plate Load Test (ASTM)	\$	Test
32.	Specific Gravity	\$	sample
33.	Double Ring Infiltrometer Test	\$	hour
34.	Relative Density Test	\$	each
35.	Triaxial Compression Test (CU) (3 points) additional points	\$ \$	each each
36.	Unconfined Compression Tests	\$	sample
37.	Undisturbed Thin-Walled Tube Sampling	\$	tube
38.	Unit Weight	\$	sample

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**ASPHALTIC CONCRETE
INSPECTION SERVICES**

#	ITEM	Price per Unit	Unit
1.	Asphaltic Concrete Paving Plant Inspection	\$	day
2.	Asphaltic Concrete Extraction & Hubbard-Field Stability (FOB Lab)	\$	sample
3.	Asphaltic Concrete Extraction Gradation	\$	sample
4.	Asphaltic Concrete Extraction/Gradation & Marshall Stability (FOB Lab)	\$	sample
5.	Asphalt Marshall Stability	\$	sample
6.	Asphaltic Concrete Paving Design Mix, Stability Test, Job Mix Formula, Aggregate Test and Trail Batches	\$	Each
7.	Hubbard-Field Stability	\$	Each
8.	Marshall Stability (including void analysis & family of curves	\$	Mix
9.	Marshall Stability (all F.A.A. requirements)	\$	mix
10.	Modified Marshall Stability (for use with emulsified asphalt's)	\$	Each
11.	Coring Pavement for Density &/or Thickness	\$	sample
12.	Asphalt Core Density (core provided by others)	\$	sample

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CONCRETE TESTING

	Concrete Aggregate Tests (FOB Lab)	Price per Unit	Unit
1.	Sieve Analysis, Fine or Coarse	\$	sample
2.	Absorption	\$	sample
3.	Specific Gravity	\$	Sample
4.	Unit Weight	\$	Sample
5.	Material Finer than No. 200 Sieve	\$	Sample
6.	Organic (Color metric ASTM C-40)	\$	Sample
7.	Salt Content	\$	Sample
8.	Los Angeles Abrasion	\$	Sample
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)	\$ \$	sample sample
10.	Masonry Mortar Strength Comparative, Sand or Water	\$	Sample
	Concrete Beams		
11.	Flexural Strength, Making & Testing (3 Tests per set)	\$	set

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Concrete Masonry Units or Prisms			
12.	Compressive Strength, ASTM C-140, 5 Specimens	\$	Each
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens	\$	Each
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	\$	prism
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477	\$	prism
16.	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	\$	set
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	\$	set
Concrete Coring			
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness	\$	Each
19.	Coring Site Accessible - Does not include mobilization charge, staging &/or scaffolding, 4" diameter or smaller, 6" thickness or less) Compressive Strength of Concrete Cores (cores provided by others)	\$	each
Grout Cubes			
20.	Making & Compression Tests of 2" Cubes from Job Site (set of 3)	\$	set

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Concrete Cylinders			
21.	Making & Compression Tests of 6" x 12" Cylinders (Slump Test included)	\$	set
22.	Compression Tests of 6" x 12" Cylinders	\$	set
23.	Extra Slump Tests	\$	Each
24.	Air Content Tests	\$	Each
Concrete Design Mixes			
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	\$	mix
26.	Brush/Loss (for soil cement basis) ASTM Durarock & pug mix	\$	
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$	set
	Concrete Ready Mix Plant or Job Inspection	\$	Each
	Pre-Fabricated Panel Tests, ASTM or FHA	\$	Each

DO NOT WRITE IN THESE SPACES

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**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: _____, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

County Attorney

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.

EXHIBIT "B"

- 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.

**CONSULTANT SERVICES AGREEMENT (PS-1074-06/TRJ)
PROFESSIONAL GEOTECHNICAL SERVICES AND
CONSTRUCTION MATERIAL TESTING AND INSPECTION**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **NODARSE & ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1675 Lee Road, Winter Park, FL 32789, hereinafter called the "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide professional geotechnical services and construction material testing and inspection in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish professional services to the COUNTY and desires to provide 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 for a period of two (2) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. 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:

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

For CONSULTANT:

Nodarse & Associates, Inc.
1675 Lee Road
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:

NODARSE & ASSOCIATES, INC.

, Secretary

By: _____
LEILA JAMMEL-NODARSE, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/jjr
11/15/06

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3 Attachments:

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

EXHIBIT "A"

SCOPE OF SERVICES
Professional Engineering Services
for Soil and Materials Testing

Price Schedule

Specific services shall include, but not be limited to sampling and testing of soils, concrete, asphalt and various other constructions materials.

#	Item	Cost per Unit
1.	In-Place density tests	\$ 00
2.	Standard or modified proctors	\$ 00
3.	Limerock Bearing Ratio tests (3 points)	\$ 00
4.	Compressive strength of concrete cylinders (4 per set)	\$ 00
5.	Compressive strength of soil-cement pills (4 per set)	\$ 00
6.	Asphalt extraction, gradation, & Marshall stability tests	\$ 00
7.	Core drilling & soils analysis	\$ 00

CONSULTANT SHALL NOT PROVIDE PRICES WITH THEIR SUBMITTAL. THIS PAGE IS FOR INFORMATION PURPOSES ONLY RELATED TO THE POSSIBLE SERVICES TO BE PROVIDED UNDER THE AGREEMENT.

**PROFESSIONAL & TECHNICAL SERVICES
HOURLY RATES**

	CLASSIFICATION	Hourly Rates
1.	Principal Engineer/Scientist	\$ 00
2.	Registered Senior Engineer/Scientist	\$ 20
3.	Project Engineer/Scientist II	\$ 30
4.	Project Engineer/Scientist I	\$ 40
5.	Staff Engineer/Scientist	\$ 50
6.	Engineering/Scientific Associate	\$ 60
7.	Senior Engineering Technician	\$ 70
8.	Engineering Technician	\$ 80
9.	Draftsman	\$ 90
10.	Technical Secretary	\$ 00

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UNDER THE AGREEMENT.**

STEEL INSPECTION

	INSPECTION	PRICE PER UNIT
1.	Inspection of Welds & Bolt Torquing A) At Plant B) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew	\$ \$ \$
2.	Reinforcing Steel Inspection	\$
3.	Nondestructive Testing of Steel & Connections	\$

DO NOT WRITE IN THESE SPACES

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GEOTECHNICAL INVESTIGATIONS & SOIL TESTING

#	ITEM	Price per Unit	Unit
1.	Standard Penetration Test Borings (ASTM D-1586) (minimum 50 feet per job) A) 0 - 50 foot depth interval B) 50 - 100 foot depth interval C) 100 - 125 foot depth interval D) 125 - 150 foot depth interval	\$ \$ \$ \$	Foot Foot Foot Foot
2.	Auger Borings (minimum 100 feet per job)	\$	Foot
3.	Manual Auger Borings	\$	Foot
4.	Drill Service from Floating Platform	\$	Each
5.	Rock Coring	\$	Each
6.	Installation of Steel Casing	\$	Each
7.	Ground Penetrating Radar	\$	Each
8.	Cone Penetrometer Radar	\$	Foot
9.	Dilatometer Soundings	\$	Each
10.	Atterberg Limits A) Liquid Limit (LL) - Plastic Limit (PL) B) Shrinkage Limit (SL)	\$ \$	sample sample
11.	California Bearing Ratio	\$	sample

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#	ITEM	Price per Unit	Unit
12.	Consolidation A) Consolidation with Reload	\$ \$ \$	sample sample
13.	Corrosion Resistance (pH and R)	\$	sample
14.	Field Density Tests (minimum 3 tests per trip)	\$	each
15.	Florida Bearing Value (FBCV)	\$	sample
16.	Florida Bearing Value Determination of Blend Proportions	\$	sample
17.	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)	\$ \$ \$	sample sample
18.	Ground Penetrating Radar	\$	Each
19.	Limerock Bearing Ratio (LBR) (3 point)	\$	sample
20.	Limerock Bearing Ratio (LBR) (5 point)	\$	sample
21.	Moisture Content	\$	sample
22.	Moisture Density Test (Standard or Modified Proctor)	\$	sample
23.	Monitor Well Installation - 2" or 4" PVC	\$	Each
24.	Muck Probing 2 Man Crew 3 Man Crew	\$ \$ \$	day day
25.	Organic Content Determination	\$	sample
26.	pH	\$	sample

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#	ITEM	Price per Unit	Unit
27.	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	\$	each
28.	Permeability Tests - Laboratory Granular Soil Cohesive Soil	\$ \$ \$	sample sample
29.	Soil-Cement, Field Testing & Observation	\$	sq yd
30.	Soil-Cement Laboratory Design Mixes (FOB Laboratory)	\$	mix
31.	Soil Plate Load Test (ASTM)	\$	Test
32.	Specific Gravity	\$	sample
33.	Double Ring Infiltration Test	\$	hour
34.	Relative Density Test	\$	each
35.	Triaxial Compression Test (CU) (3 points) additional points	\$ \$	each each
36.	Unconfined Compression Tests	\$	sample
37.	Undisturbed Thin-Walled Tube Sampling	\$	tube
38.	Unit Weight	\$	sample

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**ASPHALTIC CONCRETE
INSPECTION SERVICES**

#	ITEM	Price per Unit	Unit
1.	Asphaltic Concrete Paving Plant Inspection	\$	day
2.	Asphaltic Concrete Extraction & Hubbard-Field Stability (FOB Lab)	\$	sample
3.	Asphaltic Concrete Extraction Gradation	\$	sample
4.	Asphaltic Concrete Extraction/Gradation & Marshall Stability (FOB Lab)	\$	sample
5.	Asphalt Marshall Stability	\$	sample
6.	Asphaltic Concrete Paving Design Mix, Stability Test, Job Mix Formula, Aggregate Test and Trail Batches	\$	Each
7.	Hubbard-Field Stability	\$	Each
8.	Marshall Stability (including void analysis & family of curves)	\$	Mix
9.	Marshall Stability (all F.A.A. requirements)	\$	mix
10.	Modified Marshall Stability (for use with emulsified asphalt's)	\$	Each
11.	Coring Pavement for Density &/or Thickness	\$	sample
12.	Asphalt Core Density (core provided by others)	\$	sample

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CONCRETE TESTING

	Concrete Aggregate Tests (FOB Lab)	Price per Unit	Unit
1.	Sieve Analysis, Fine or Coarse	\$	sample
2.	Absorption	\$	sample
3.	Specific Gravity	\$	Sample
4.	Unit Weight	\$	Sample
5.	Material Finer than No. 200 Sieve	\$	Sample
6.	Organic (Color metric ASTM C-40)	\$	Sample
7.	Salt Content	\$	Sample
8.	Los Angeles Abrasion	\$	Sample
9.	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)	\$ \$	sample sample
10.	Masonry Mortar Strength Comparative, Sand or Water	\$	Sample
	Concrete Beams		
11.	Flexural Strength, Making & Testing (3 Tests per set)	\$	set

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Concrete Masonry Units or Prisms			
12.	Compressive Strength, ASTM C-140, 5 Specimens	\$	Each
13.	Absorption & Moisture Content, ASTM C-150, 5 Specimens	\$	Each
14.	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	\$	prism
15.	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477	\$	prism
16.	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	\$	set
17.	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	\$	set
Concrete Coring			
18.	Securing Structural or Pavement Cores, Compression Tests & Thickness	\$	Each
19.	Coring Site Accessible - Does not include mobilization charge, staging &/or scaffolding, 4" diameter or smaller, 6" thickness or less) Compressive Strength of Concrete Cores (cores provided by others)	\$	each
Grout Cubes			
20.	Making & Compression Tests of 2" Cubes from Job Site (set of 3)	\$	set

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Concrete Cylinders			
21.	Making & Compression Tests of 6" x 12" Cylinders (Slump Test included)	\$	set
22.	Compression Tests of 6" x 12" Cylinders	\$	set
23.	Extra Slump Tests	\$	Each
24.	Air Content Tests	\$	Each
Concrete Design Mixes			
25.	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	\$	mix
26.	Brush/Loss (for soil cement basis) ASTM Durarock & pug mix	\$	
27.	Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$	set
	Concrete Ready Mix Plant or Job Inspection	\$	Each
	Pre-Fabricated Panel Tests, ASTM or FHA	\$	Each

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**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: _____
, 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.

EXHIBIT "B"

- 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.