

PROFESSIONAL SERVICES

- 35. Approve the ranking, authorize negotiations and award PS-1175-06/DRR – Markham Woods Road Final Design Services to Avcon, Inc., Orlando (Estimated at \$700,000.00).**

PS-1175-06/DRR will provide professional engineering services for the final design and post design of Markham Woods Road from E.E. Williamson Road to Lake Mary Boulevard. Also included in the scope of service is a needs assessment study for Lake Mary Boulevard to Markham Road and if necessary final and post design services for that road section. The project was publicly advertised and the County received ten submittals (listed alphabetically):

- Avcon, Inc., Orlando;
- The Balmoral Group, Maitland;
- Consul-Tech Transportation Inc., Orlando;
- Earth Tech Consulting, Inc., Orlando;
- Eisman & Russo, Inc., Orlando;
- GAI Consultants, Inc., Orlando;
- Johnson, Mirmiran & Thompson, Lake Mary;
- Lochrane Engineering, Inc., Orlando;
- The LPA Group Incorporated, Lake Mary;
- Volkert & Associates, Inc., Altamonte Springs.

The Evaluation Committee which consisted of Brett Blackadar, P.E., Principal Engineer; Patti Leviti, Sr. Coordinator; Jerry McCollum, P.E., County Engineer and CoCo Wu, P.E., Principal Engineer, evaluated the submittals and short-listed four firms based on the following criteria:

- Approach / Understanding of the Project;
- Qualifications of Proposed Personnel and the Firm;
- Similar Project Experience;
- Location of the Firm.

The Evaluation Committee interviewed the following short-listed firms (listed alphabetically):

- Avcon, Inc., Orlando;
- Eisman & Russo, Inc., Orlando;
- GAI Consultants, Inc., Orlando;
- Lochrane Engineering, Inc., Orlando.

The short-listed firms were evaluated based on the following criteria:

- Approach / Understanding of the Project;
- Innovative & Cost Savings;
- Qualifications / Similar Project Experience.

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

1. Avcon, Inc., Orlando;
2. Lochrane Engineering, Inc., Orlando;
3. Eisman & Russo, Inc., Orlando;
4. GAI Consultants, Orlando.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis. The contract term shall be seven (7) years and at the sole option of the County may be renewed for two (2) successive periods of one (1) year each. The estimated contract value is \$700,000.00.

Public Works / Engineering Division and Fiscal Services / Purchasing and Contracts Division recommend that the Board approve the ranking and authorize staff to negotiate and the Chairman to execute the agreement as prepared by the County Attorney's Office.

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

PS NUMBER: PS-1175-06/DRR
 PS TITLE : Markham Woods Road Final Design
 DATE: August 30, 2006 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Avcon, Inc. 5555 E. Michigan St, Ste 200 Orlando, FL 32822 Rick V. Baldocchi, VP (407) 599-1122 – Phone (407) 599-1133 – Fax	The Balmoral Group 670 N. Orlando Ave, Ste 1012 Maitland, FL 32708 Gregory Seidel, VP (407) 629-2185 – Phone (407) 629-2183 – Fax	Consul-Tech Transportation Inc. 2828 Edgewater Dr Orlando, FL 32804 Philip Hursh, Dir. Trans. (407) 649-8334 – Phone (407) 649-8190 – Fax	Earth Tech Consulting, Inc. 30 South Keller Rd, Ste 500 Orlando, FL 32810 David W. Gorden, VP (407) 660-1719 – Phone (407) 660-0250 – Fax	Eisman & Russo, Inc. 3361 Rouse Rd, Ste 125 Orlando, FL 32817 Antonio J. Mahfoud, Pres/CEO (407) 382-7774 – Phone (407) 382-7723 – Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
GAI Consultants, Inc. 618 East South St Orlando, FL 32801 J.M. Sievers, Sr VP (407) 423-8398 – Phone (407) 843-1070 – Fax	Johnson, Mirmiran & Thompson 615 Crescent Executive Court, Ste 106 Lake Mary, FL 32746 Jon Miller, VP (407) 833-9898 – Phone (305) 833-9899 – Fax	Lochrane Engineering, Inc. 201 South Bumby Ave Orlando, FL 32803 Thomas G. Lochrane, Pres/CEO (407) 896-3317 – Phone (407) 896-9167 – Fax	The LPA Group Incorporated 615 Crescent Executive Court, Ste 200 Lake Mary, FL 32746 R. Glen Lott, Chairman/CEO (407) 306-0200 – Phone (407) 306-0460 – Fax	Volkert & Associates, Inc. 151 South Wymore Rd, Ste 550 Altamonte Springs, FL 32714 Jack W. Roberts, Exec VP/COO (407) 682-2045 (407) 682-7861

Tabulated by D. Reed – Posted August 31, 2006 (9:30 A.M.)

Evaluation Committee Meeting: September 20, 2006 @ 3:30, Wekiva Room, Reflections, 520 W. Lake Mary Blvd, Sanford, FL 32773
 Presentations: ~~October 11, 2006 @ 2:00 pm~~ October 18, 2006 @ 1:30 pm Lake Jesup Room, Reflections, 520 W. Lake Mary Blvd, Sanford, FL 32773
 Short-listed firms – Avcon, Inc. 1:30pm
 Eisman & Russo, Inc 2:10pm
 GAI Consultants, Inc 2:50pm
 Lochrane Engineering 3:30pm
 Presentation Evaluation Criteria: Approach / Understanding of the Project 60%
 Innovation & Cost Savings 25%
 Qualifications / Similar Project Experience 15%

Recommendation: Avcon, Inc.
 Board of County Commissioners Agenda date: December 12, 2006


PRESENTATION RANKINGS

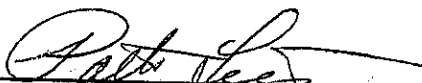
PS-1175-06/DRR- Markham Woods Road Final Design


	B. Blackadar	P. Leviti	C. Wu	J. McCollum	TOTAL POINTS	RANKING
Avcon, Inc.	1	1	1	1	4	1
Eisman & Russo, Inc.	2	3	4	2	11	3
GAI Consultants, Inc.	4	4	3	4	15	4
Lochrane Engineering, Inc	3	2	2	3	10	2


The Evaluation Committee recommends:

Avcon, Inc


Brett Blackadar


Patti Leviti


CoCo Wu


Jerry McCollum

1

Presentations
PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Avcon, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 - 89 Excellent, Very Good, Solid in all respects.
70 - 79 Good, No major weaknesses, Fully Acceptable as is
60 - 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Very good analysis of each typical section. Met w/ ESRWMD staff.
Good detailed drainage analysis. Not aware of trailhead @ Long
Pond lot. Good graphics.

Score 85 51
(0-100)

Criteria: Innovative & Cost Savings (25%)

Reduce lanes to 12' from 14' since trail is close - reduce low impacts.
Use curb + gutter to save trees. Propose a ditch in James' Trunk
area.

Score 90 22.5
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Have done Webster Springs Rd + East Lake Brambley Dr which are
similar projects

Score 90 B.S
(0-100)

TOTAL SCORE (0-100 Points)

87

RANKING

1

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

- INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - 80 - 89 Excellent, Very Good, Solid in all respects.
 - 70 - 79 Good, No major weaknesses, Fully Acceptable as is
 - 60 - 69 Marginal, Weak, Workable but needs clarifications
 - Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Good roadway design analysis. Did show proposed trailhead.
Very detailed pavement analysis. Good utilities analysis.
Very good permitting analysis.

Score 85 51
 (0-100)

Criteria: Innovative & Cost Savings (25%)

Propose 11' lanes to save money. Anticipate ROW to avoid encroachment
into easements. Propose utility + resurfacing whole section. Not all
of project clearing to Little Weber. Cut cost w/ trenches using
less pipe + more rock.

Score 85 21.25
 (0-100)

Criteria: Qualification / Similar Project Experience (15%)

Has not done projects for the County before. PM has done
County projects in his former job.

Score 75 11.25
 (0-100)

TOTAL SCORE (0-100 Points)

83.5

RANKING

2

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Good pavement analysis. Good analysis on building infiltration trench.
Good needs assessment study analysis. Good traffic discussion.
No utility discussion until questions + answer period.

Score 75
(0-100)

45

Criteria: Innovative & Cost Savings (25%)

Propose public involvement process. Propose urban typical section for
whole project. Propose landscape in medians. Propose to modify
existing ponds.

Score 80
(0-100)

20

Criteria: Qualification / Similar Project Experience (15%)

Have not done similar Spotsylvania County projects with this
Team. They do not have similar local experience.

Score 70
(0-100)

10.5

TOTAL SCORE (0-100 Points)

75.5

RANKING

4

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

PM contacted a lot of people for this project. Good project analysis. 9-month schedule which includes embedded study phase

Score 80 48
(0-100)

Criteria: Innovative & Cost Savings (25%)

Use long trench for pipe. Recommend concrete pipes for proposed, infiltration trenches. Improve swales for over-compensating storm for areas where roadway not being affected.

Score 85 21.25
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Project Manager has worked on several similar projects. He did the PE study for this project.

Score 85 12.75
(0-100)

TOTAL SCORE (0-100 Points)

80

RANKING

3

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Avcon, Inc.

QUALIFICATION COMMITTEE MEMBER: Jeanette Leut

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.
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- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Presentation identified ext Topo.
Will leave within place design around
new 16" Reclaim -

Score 89
(0-100)

Criteria: Innovative & Cost Savings (25%)

Survey by eliminating Bike Trail - in Trail
adjacent Segment identified excellent
Job - Making entire Project
No R/W impacts -

Score 85
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Qualified Team

Score 75
(0-100)

TOTAL SCORE (0-100 Points)

85.9

RANKING

1

Presentations

PS-1175-06/DRR – Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc.

QUALIFICATION COMMITTEE MEMBER: Janetta Lutz

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

11' Lane Proposal -
exfiltration system suggested -

Score 83
(0-100)

Criteria: Innovative & Cost Savings (25%)

largest extension to Long Lane for water -
Reducing lane width - did not identify real or
cut & butter -
cost saving in Rock/Pipe Mat in exfiltration system

Score 75
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Score 75
(0-100)

TOTAL SCORE (0-100 Points)

79.8

RANKING

3

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: GAI 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.

Criteria: Approach / Understanding of the Project (60%)

12' James Park & Dutton: 5m - curb & gutter -
Center Lane Land Slope? 3' Mill
refurbishment reduced to 3 sections;
lot of time spent on needs assessment for
Markham North of St Mary's

Score 79
(0-100)

Criteria: Innovative & Cost Savings (25%)

Proposed Modification use of existing Ponds
Urban Curb & Dutton

Score 75
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Score 75
(0-100)

TOTAL SCORE (0-100 Points)

77.4

RANKING

4

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: *Gianetto 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.

Criteria: Approach / Understanding of the Project (60%)

Propose Bike Path - on trail adjacent
11" Resurface - 141 lanes
Pond at Jones trail head

Score 82
(0-100)

Criteria: Innovative & Cost Savings (25%)

CC Williams 5 percent R/W acquisition
a Consultant Provisions R/W acquisition
34% of Project by filtration. Save 66% of
Project

Score 80
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Score 175
(0-100)

TOTAL SCORE (0-100 Points)

80.45

RANKING

2

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Avcon, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry 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.

① Traffic
 ② Rural area
 small area
 ③ Paved shoulder?

Criteria: Approach / Understanding of the Project (60%)

Brian Flynn - PM. Most recent. Final design
 Mostly safety / clear zone issue also / Min. impact to trees /
 MOTIONS. Use 12' lanes not 14' bump use other travel
 Very detailed on all typicals throughout project
 and drainage. Conflicts with utilities plan
 need to move.

49.2

Shoulder 11' max
 4' g.
 Very good (+) Score 82
(0-100)

Criteria: Innovative & Cost Savings (25%)

- (1) Minor mill/reurfacing (Save \$50,000)
- (2) Got rid of shoulder
- (3) Red. cost 3.7M

19.0

Good (+)

Score 76
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

E. Lake Brantley F. Wickie Spgs. Rd. for County
 S.I.A staff

12.0

Very good (past work
 for
 Co.)

Score 80
(0-100)

TOTAL SCORE (0-100 Points) 80.2

RANKING 1

Presentations
PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry 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.

Criteria: Approach / ^{i - median} Understanding of the Project (60%) Mention PIP

Use 11' lines, 2 Aves, ROW constraints.
long Pond - Speed issue Deflection also overbuilt
for Supers mill / resurface because need to mill
for stripping. Clear Zone issues, Utilities
County utility (maybe relocate) add 16" also. Very good
detail on utilities. Very good detail on
drainage (perched sand and soil type)
 MOT Score 80
(0-100)

What about b.ks. C/G only or South end.

48.0

Criteria: Innovative & Cost Savings (25%)

Drainage design.
Reduce number of ext. trench
Use consultants who have done
work in area
 Good Score 75
(0-100)

18.75

Criteria: Qualification / Similar Project Experience (15%)

Good team and
→ worked on E. Lake Branch / W.K. S.J.
1 Jan program (Co. Road)
 Good (++) Score 78
(0-100)

11.70

TOTAL SCORE (0-100 Points)

78.45

RANKING

2

Presentations
 PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry 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.

Criteria: Approach / Understanding of the Project (60%)

2 B.K.
 Palm
 Use
 level
 site

Minimize tree impacts - Identify and protect trees.
 Day, sewer line (Savings) - Stress P.I.P.
 Recommend curb the whole way. Minimize
 clear zone issues - Mill/resurfacing 3"
 Reduce Ext System from 8 to 3!
 Smaller cost - Good detail on MOT.
 Design - mostly - Address P.I.P. #1 financial
 Some areas general Good (+)

Score 45.6
 (0-100)

76

Criteria: Innovative & Cost Savings (25%)

Curb/Gutter?
 Landscaping material (? - maybe work)
 Joint pipe points (most good points)

Good (-)

Score 74
 (0-100)

18.5

Criteria: Qualification / Similar Project Experience (15%)

Several local projects, various types

Good (+)

Score 76
 (0-100)

11.4

TOTAL SCORE (0-100 Points)

75.5

RANKING

4

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry 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.

S. Dev. K
E. -> -> ->
etc
3 Areas
Road

Criteria: Approach / Understanding of the Project (60%)

Did PE study. Contacted numerous stakeholders.
 Develop 3 level / h.k.c.s. Existing roadway found
 OK. 11" - 11" / 17" FC. Need some Road like Jones Trailhead
 Good details on design elements. Adjust
 curves to design standards. Utility coordination
 Drainage (General / some specifics). NOT covered
 covered at I.T.E.
 9 month schedule. Good. (++)

Score 46.8
(0-100)

78

Criteria: Innovative & Cost Savings (25%)

2.7M
 Savings
 Reduce Exfiltration
 Reduce Milling / Resurfacing

Good

Score 75.0
(0-100)

18.75

Criteria: Qualification / Similar Project Experience (15%)

Team has done similar projects
 & major design projects

Good

Score 75
(0-100)

11.25

TOTAL SCORE (0-100 Points)

76.8

RANKING

3

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Avcon, Inc.

QUALIFICATION COMMITTEE MEMBER: Co-Co Wu

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 - 89 Excellent, Very Good, Solid in all respects.
70 - 79 Good, No major weaknesses, Fully Acceptable as is
60 - 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Excellent understanding
Detail Approach

Score 93
(0-100)

Criteria: Innovative & Cost Savings (25%)

Eliminate exception area
Reduce lane width
Excellent cost saving ideas

Score 90
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Excellent project experience

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

91.8

RANKING

1

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Eisman & Russo, Inc.

QUALIFICATION COMMITTEE MEMBER: Co Co Wu

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Excellent understanding of the project.

Score 85
(0-100)

Criteria: Innovative & Cost Savings (25%)

1/2 lane
minimize trench - review SJ contents.
excellent cost savings idea

Score 90
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

excellent project experience

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

87

RANKING

4

Presentations
PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Co-Co Wu

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 - 89 Excellent, Very Good, Solid in all respects.
70 - 79 Good, No major weaknesses, Fully Acceptable as is
60 - 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Excellent understanding of project

Score 88
(0-100)

Criteria: Innovative & Cost Savings (25%)

Excellent innovative ideas

Score 90
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Excellent project experience.

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

88.8

RANKING

3

Presentations

PS-1175-06/DRR - Markham Woods Road Final Design Services

SUBMITTAL COMPANY NAME: Lochrane Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Co-Co WU

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 - 89 Excellent, Very Good, Solid in all respects.
70 - 79 Good, No major weaknesses, Fully Acceptable as is
60 - 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach / Understanding of the Project (60%)

Excellent understanding of project issues.

Score 90
(0-100)

Criteria: Innovative & Cost Savings (25%)

Excellent cost saving ideas

Score 90
(0-100)

Criteria: Qualification / Similar Project Experience (15%)

Excellent project experience

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

90

RANKING


2

EVALUATION RANKINGS
PS-1175-06/DRR- Markham Woods Road Final Design

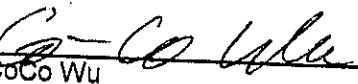
	B. Blackadar	P. Leviti	C. Wu	J. McCollum	TOTAL POINTS	RANKING
Avcon, Inc.	7	3	5	3	18	3
The Balmoral Group	10	8	6	9	33	9
Consul-Tech Transportation Inc.	6	5	9	7	27	8
Earth Tech Consulting, Inc.	3	9	8	4	24	5
Eisman & Russo, Inc.	2	2	2	1	7	2
GAI Consultants, Inc.	5	4	4	5	18	3
Johnson, Mirmiran & Thompson	8	7	3	6	24	5
Lochrane Engineering, Inc	1	1	1	2	5	1
The LPA Group Incorporated	9	10	10	10	39	10
Volkert & Associates, Inc.	4	6	7	8	25	7

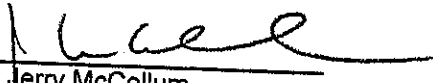
The Evaluation Committee agrees to short-list the following firms:

- Lochrane Engineering
- Eisman & Russo, Inc
- Avcon, Inc.
- GAI Consultants, Inc.


 Brett Blackadar


 Patti Leviti


 CoCo Wu


 Jerry McCollum

**CONSULTANT SERVICES AGREEMENT (PS-1175-06/DRR)
MARKHAM WOODS ROAD FINAL DESIGN**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **AVCON, INC.**, duly authorized to conduct business in the State of Florida, whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, 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 engineering consultant to provide final design and post design services for the widening of Markham Woods Road (E.E. Williamson Road to Lake Mary Boulevard) to three lanes within the existing rights-of-way in Seminole County; and

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

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

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically

enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of seven (7) years and, at the sole option of COUNTY, may be renewed for two (2) 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 speci-

fied 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. The total annual amount of compensation paid to the CONSULTANT under this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for engineering consultant services for the Markam Woods Road widening project.

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the 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
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 Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

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

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

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary

mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Engineering Division
520 W. Lake Mary Boulevard
Sanford, FL 32773

For CONSULTANT:

AVCON, Inc.
5555 E. Michigan St., Suite 200
Orlando, FL 32822

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:

AVCON, INC.

, Secretary
(CORPORATE SEAL)

By: _____
RICK V. BALDOCCHI, Vice-President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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/jr
11/9/06
ps-1175

Attachments:

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

EXHIBIT A

Markham Woods Road from E.E. Williamson Road to Markham Road

OBJECTIVE:

- I. It is the County's desire to prepare construction plans for the widening of existing Markham Woods Road from E.E. Williamson Road to Lake Mary Boulevard to three lanes (adding a center turn lane) within the existing right-of-way. The following are the conditions that the plan update will have to meet:
1. Perform final design services from EE Williamson Rd to Lake Mary Blvd .
 2. Prepare construction plans and all needed documentation to assist the County in bidding the project for construction.
 3. Prepare plans such that existing County right-of-way is utilized to the fullest extent possible.
 4. Application and acquisition of all environmental and other applicable permits.
- II. In addition, perform an existing corridor needs assessment study and prepare a report discussing the needed roadway improvements along Markham Woods Road from Lake Mary Blvd to Markham Road.
- III. Perform final design services to prepare plans to incorporate items generated in the needs assessment study along Markham Woods Road from Lake Mary Blvd to Markham Road.

This RFQ will be for a master agreement lasting 7 years that will include but not limited to:

1. Post design services
2. Order of take hearing witness services for the engineer of record if needed.
3. Support during the construction phase.

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

WORK ORDER

Work Order Number: _____

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

Dated: _____

Consultant:
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

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

TIME FOR COMPLETION: _____

Work Order Amount: _____

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Seminole County Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

WORK ORDER TERMS AND CONDITIONS

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

EXHIBIT C
RATE SCHEDULE

Exhibit "D"

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS- 1175-06/DRR are accurate, complete, and current as of _____ (Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)