

PROFESSIONAL SERVICES

- 26. Approve ranking list, authorize negotiations and award PS-0006-05/DRR- Master Agreement for Professional Services for CEI Services for Red Bug Lake Road and Tuskawilla Road Intersection Improvements to Keith and Schnars, P.A. of Altamonte Springs. (NTE \$250,000.00).**

PS-0006-05/DRR will provide construction engineering and inspection services to ensure that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

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

- Dyer, Riddle, Mills & Precourt, Inc., Orlando;
- HDR Construction Control, Inc., Orlando;
- JEA Construction Engineering Services, Inc., Winter Park;
- Keith and Schnars, P.A., Altamonte Springs;
- Neel-Schaffer, Inc., Maitland;
- Volkert Construction Services, Inc., Altamonte Springs.

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

- Dyer, Riddle, Mills & Precourt, Inc., Orlando;
- JEA Construction Engineering Services, Inc., Winter Park;
- Keith and Schnars, P.A., Altamonte Springs.

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

- Project Approach to Performing the Work;
- Innovative and Cost Saving Ideas;
- Team Experience.

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

1. Keith and Schnars, P.A., Ft. Lauderdale;

2. JEA Construction Engineering Services, Inc., Winter Park;
3. Dyer, Riddle, Mills & Precourt, Inc., Orlando.

Funds will be available in account number 077541.560680 CIP 1916-36.

Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize the Chairman to execute an Agreement as prepared by the County Attorney's office.

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

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.

Page 1 of 1

PS NUMBER: PS-0006-05/DRR

PS TITLE : CEI Services for Red Bug Lake Rd and
Tuskawilla Rd Intersection Improvements

DATE: September 14, 2005 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	-RESPONSE -3	RESPONSE - 4
Dyer, Riddle, Mills & Precourt, Inc. 1505 East Colonial Dr. Orlando, FL 32806 Lucius J. Cushman, Jr., P.E. 407 896-0594 Fx. 407 896-4836	HDR Construction Control, Inc. 315 E. Robinson St. Orlando, FL 32801 Steve Keyes, P.E. 407 948-9965 Fx. 407 420-4242	JEA Construction Engineering Services, Inc. 1685 Lee Road, Ste. 250 Winter Park, FL 32789 Kathy J. Caldwell, P.E. 407 647-1001 Fx. 407 647-8080	Keith and Schnars, P.A. 6500 North Andrews Avenue Ft. Lauderdale, FL 33309 Mark J. Moshier, P.E. 954-776-1616 Fx. 954-771-7690
RESPONSE -5-	RESPONSE -6-	-RESPONSE -7	RESPONSE -8
Neel-Schaffer, Inc. 2600 Lake Lucien Drive, Ste. 117 Maitland, FL 32751 David L. Wright, P.E. 407-647-6623 Fx. 407-539-0575	Volkert Construction Services, Inc. 151 South Wymore Road Altamonte Springs, FL 32714 Jack W. Roberts, P.E. 407-682-2045 Fx. 407-682-7861		

Tabulated by: Diane Reed, Sr. Contracts Analyst – Posted 9/15/05, 3:00 PM

Status / Schedule:

Evaluation Committee Meeting: October 4, 2005 at 11am, Lake Jesup Conference Room, 520 West Lake Mary Blvd., Sanford, Florida

Presentations Date: November 8, 2005, Lake Jesup Conference Room 520 West Lake Mary Blvd, Sanford, FL

Dyer, Riddle, Mills & Precourt, Inc.	1:30 pm
JEA Construction Engineering Services, Inc.	2:00 pm
Keith and Schnars, P.A.	2:30 pm

Recommendation: Keith and Schnars, P.A.

BCC for Award: December 20, 2005

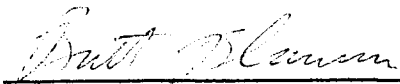
EVALUATION RANKINGS


PS-0006-05/DRR- CEI Services for Red Bug Lake and Tuskawilla Rd Intersection Improvements

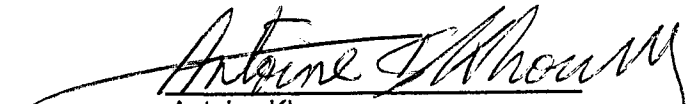
	B. Blackadar	B. Glennon	A. Khoury	O. Reagan	J. McCollum	TOTAL POINTS RANKING
DYER, RIDDLE, MILLS & PRECOURT, INC	3	4	1	6	2	16
HDR CONSTRUCTION CONTROL, INC	5	2	5	4	4	20
JEA CONSTRUCTION ENGINEERING SERVICES, INC	1	1	3	5	1	11
KEITH AND SCHNARS, P.A.	2	3	2	1	3	11
NEEL-SCHAFFER, INC	6	5	4	3	6	24
VOLKERT CONSTRUCTION SERVICES, INC	4	6	6	2	5	23


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

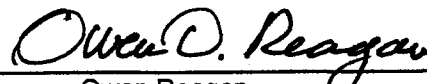
JEA
Keith & Schnars
DRMP


Brett Blackadar


Bill Glennon


Antoine Khoury


Jerry McCollum


Owen Reagan

PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements

SUBMITTAL COMPANY NAME: Dyer, Riddle Mills & Precourt, 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: Technical Proposal and Project Approach (45%)

MTO issues, sidewalk 2:1 slopes
Covered most areas generally.
Good (+)

Score 76
(100-0)

34.2

Criteria: Similar Projects (25%)

Good (+)

Score 76
(100-0)

19.0

Criteria: Project Team (25%)

Very good. Have worked with
team before.

Score 80
(100-0)

20.0

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0)

5.0

TOTAL SCORE (100 Points)

78.2

RANKING

2

PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements

SUBMITTAL COMPANY NAME: HDR Construction Control, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry M. Collins

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: Technical Proposal and Project Approach (45%)

Addressed MUT rest of project
general
Good

Score 75 33.75
(100-0)

Criteria: Similar Projects (25%)

Good

Score 75 18.75
(100-0)

Criteria: Project Team (25%)

Good

Score 75 18.75
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

5.0

Score 100
(100-0)

TOTAL SCORE (100 Points)

76.25

RANKING

4

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry M. Collier

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: Technical Proposal and Project Approach (45%)

Very good analysis utility conflict.
Good on MUT
Good (H)

Score 78
(100-0)

35.10

Criteria: Similar Projects (25%)

Good (H), very good on
E. Lake Bentley

Score 78
(100-0)

19.5

Criteria: Project Team (25%)

Good (H), working well
on E. Lake Bentley

Score 76
(100-0)

19.0

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0)

5.0

TOTAL SCORE (100 Points)

78.60

RANKING

1

PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: Jerry M. Collin

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: Technical Proposal and Project Approach (45%)

General

Score 75
(100-0)

33.75

Criteria: Similar Projects (25%)

Good (+), Several County
projects in past

Score 76
(100-0)

19.0

Criteria: Project Team (25%)

Good

Score 75
(100-0)

18.75

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0)

5.0

TOTAL SCORE (100 Points)

76.50

RANKING

3

PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements

SUBMITTAL COMPANY NAME: Neel-Schaffer, 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: Technical Proposal and Project Approach (45%)

General some specific c-
inputs to preparation
Good (+)

Score 76
(100-0)

34.20

Criteria: Similar Projects (25%)

Good

Score 75
(100-0)

18.75

Criteria: Project Team (25%)

Good - New team
in some areas

Score 75
(100-0)

18.75

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

5.0

Score 100
(100-0)

TOTAL SCORE (100 Points)

RANKING

~~75~~

6

76.7

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Volkert Construction Services, 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: Technical Proposal and Project Approach (45%)

Good - General

Score 75
(100-0)

Criteria: Similar Projects (25%)

Good (-) - mostly
large projects shown

33.75

Score 74
(100-0)

Criteria: Project Team (25%)

Good team

18.5

Score 75
(100-0)

18.75

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0)

5.0

TOTAL SCORE (100 Points)

76.0

RANKING

5.0

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: AEK

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: Technical Proposal and Project Approach (45%)

Very Good. addressed critical issues
Night work, utilities
MDF, MDS

Score 88 39.6
(100-0)

Criteria: Similar Projects (25%)

Very good / good

Score 85 21.2
(100-0)

Criteria: Project Team (25%)

Very Good

Score 85 21.2
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

87.1

RANKING

1

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: HDR Construction Control, Inc.

QUALIFICATION COMMITTEE MEMBER: AIK

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: Technical Proposal and Project Approach (45%)

Good Not too specific
Not too detailed on the night
construction

Score 75 33.75
(100-0)

Criteria: Similar Projects (25%)

Good/Very Good

Score 85 21.25
(100-0)

Criteria: Project Team (25%)

Good/Very Good

Score 85 21.25
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

81.25

RANKING

5

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: AKK

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Technical Proposal and Project Approach (45%)

NOT TOO MUCH DETAIL ON HOW TO CONSTRUCT
PROJECT SPECIFIC PROBLEMS. NO MENTION OF
IMPACT WORK

Score 80 36
(100-0)

Criteria: Similar Projects (25%)

Score 85 21.25
(100-0)

Criteria: Project Team (25%)

Score 85 21.25
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

83.5

RANKING

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: ATK

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: Technical Proposal and Project Approach (45%)

VERY GOOD DETAILED MOT, DETAILED COORDINATION

Score 83 37.3
(100-0)

Criteria: Similar Projects (25%)

Score 85 21.25
(100-0)

Criteria: Project Team (25%)

Score 85 21.25
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

84.8

RANKING

2

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Neel-Schaffer, Inc.

QUALIFICATION COMMITTEE MEMBER: ATK

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: Technical Proposal and Project Approach (45%)

DETAIL REVIEW

Score 82 36.9
(100-0)

Criteria: Similar Projects (25%)

Score 82 20.50
(100-0)

Criteria: Project Team (25%)

Score 83 20.75
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

83.1

RANKING

4

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Volkert Construction Services, Inc.

QUALIFICATION COMMITTEE MEMBER: A±K

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: Technical Proposal and Project Approach (45%)

NOT TOO SPECIFIC.

Score 72 32.4
(100-0)

Criteria: Similar Projects (25%)

Score 75 18.75
(100-0)

Criteria: Project Team (25%)

Score 75 18.75
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

74.9

RANKING

6

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackader

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: Technical Proposal and Project Approach (45%)

Good discussion of MIT / barrier wall discussion. Good right
work discussion. General utility comments. Good erosion control
comments. Good recommendation to look @ possible handrail.

Score 90
(100-0)

40.5

Criteria: Similar Projects (25%)

They have done a few minor Seminole County projects.
They haven't done many projects similar to this one, however.

Score 90
(100-0)

22.5

Criteria: Project Team (25%)

Proposed resident engineer has not done work for the County.
Proposed project engineer has had problems finishing County
projects in the past.

Score 80
(100-0)

20

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Located in Orlando

Score 5 100
(100-0)

100 5

TOTAL SCORE (100 Points)

88

(3)

RANKING

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: HDR Construction Control, 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: Technical Proposal and Project Approach (45%)

General overview. General MUT issues. General discussion
for all of technical proposal.

Score 80
(100-0)

36

Criteria: Similar Projects (25%)

Recently did Dade Rd job for us. Do not have experience
shown for similar sized projects

Score 85
(100-0)

81.25

Criteria: Project Team (25%)

Former PW director for Seminole County is listed as
resident project engineer. Proposed project administrator has
35 yrs of experience.

Score 85
(100-0)

81.25

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Located in Orlando

Score 100
(100-0)

5

TOTAL SCORE (100 Points)

83.5

(5)

RANKING

5

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, 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: Technical Proposal and Project Approach (45%)

Very good utility comments. Good comment regarding NOT
and use of ABC instead of limestone. Good public involvement
discussion.

40.5

Score 90
(100-0)

Criteria: Similar Projects (25%)

Are currently doing our E Lake Brantley job which is a
similar size job. They have several other projects
also listed.

23.75

Score 95
(100-0)

Criteria: Project Team (25%)

Project team is currently doing a very good job on the
E Lake Brantley project.

22.5

Score 90
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Located in Winter Park

Score 100
(100-0)

5

TOTAL SCORE (100 Points)

91.75

RANKING

1

1

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: Brett Blackader

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: Technical Proposal and Project Approach (45%)

*Very Good discussion about use of barrier wall to do day work.
Good utility discussion. Good NOT discussion. Good
public into discussion.*

Score 90
(100-0)

40.5

Criteria: Similar Projects (25%)

*They have done several similar minor projects for
Seminole County.*

Score 90
(100-0)

22.5

Criteria: Project Team (25%)

*Resident engineer has done a good job on several other Seminole
County projects. He will be working nearby on our Lake Dr.
project.*

Score 90
(100-0)

22.5

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Office located in Altamonte Springs.

Score 100
(100-0)

5

TOTAL SCORE (100 Points)

90.5

RANKING

2

(2)

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Neel-Schaffer, 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: Technical Proposal and Project Approach (45%)

General utility discussion. Good MOT discussion.
Good public facilities discussion. Not much detail about
technical issues.

Score 80 75 33.75
(100-0)

Criteria: Similar Projects (25%)

Are currently part of the CEI team for the SR 434 Access
Management project. They have other FDOT experience.

Score 80 20
(100-0)

Criteria: Project Team (25%)

Resident engineer has experience on 434 Access Management
project. Other team members do not have as much
experience.

Score 80 20
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Located in Maitland.

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

78.75

RANKING

6

6

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Volkert Construction Services, 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: Technical Proposal and Project Approach (45%)

Good discussion of detail of project limits.
General NOT + utility discussion. Good discussion on
business case. Good erosion control discussion.
Innovation proposals are fairly general.

Score 90
(100-0)

40.5

Criteria: Similar Projects (25%)

They have not done any other Sem. County projects. Also,
they don't seem to have much local Central Florida
experience.

Score 80
(100-0)

20

Criteria: Project Team (25%)

Resident engineer has 35 years of experience. However, team
doesn't seem to have much local experience.

Score 80
(100-0)

20

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Located in Altamonte Springs.

Score 100
(100-0)

5

TOTAL SCORE (100 Points)

85.5

RANKING

4

(4)

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Oran E. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Technical Proposal and Project Approach (45%)

Score 70
(100-0) 31.5

Criteria: Similar Projects (25%)

Score 70
(100-0) 17.5

Criteria: Project Team (25%)

Score 80
(100-0) 20

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0) 5

TOTAL SCORE (100 Points)

74

RANKING

6

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: HDR Construction Control, Inc.

QUALIFICATION COMMITTEE MEMBER: Owen D. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Technical Proposal and Project Approach (45%)

Score 75
(100-0) 33.75

Criteria: Similar Projects (25%)

Score 70
(100-0) 17.5

Criteria: Project Team (25%)

Score 80
(100-0) 20

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0) 5

TOTAL SCORE (100 Points)

76.25

RANKING

4

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: Owen D. Rangan

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: Technical Proposal and Project Approach (45%)

Score 60 27
(100-0)

Criteria: Similar Projects (25%)

Score 80 20
(100-0)

Criteria: Project Team (25%)

Score 90 22.5
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

74.5

RANKING

5

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: Owen D. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Technical Proposal and Project Approach (45%)

Score 80
(100-0) 36

Criteria: Similar Projects (25%)

Score 80
(100-0) 20

Criteria: Project Team (25%)

Score 90
(100-0) 22.5

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0) 5

TOTAL SCORE (100 Points)

83.5

RANKING

1

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Neel-Schaffer, Inc.

QUALIFICATION COMMITTEE MEMBER: Owen D. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Technical Proposal and Project Approach (45%)

Score 85
(100-0) 38.25

Criteria: Similar Projects (25%)

Score 60
(100-0) 15

Criteria: Project Team (25%)

Score 90
(100-0) 22.5

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0)

TOTAL SCORE (100 Points)

80.75

RANKING

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Volkert Construction Services, Inc.

QUALIFICATION COMMITTEE MEMBER: Owen D. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Technical Proposal and Project Approach (45%)

Score 90
(100-0) 40.5

Criteria: Similar Projects (25%)

Score 75
(100-0) 18.75

Criteria: Project Team (25%)

Score 75
(100-0) 18.75

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 100
(100-0) 5

TOTAL SCORE (100 Points)

83

RANKING

2

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: W. Lannon

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: Technical Proposal and Project Approach (45%)

Score 42
(100-0)

Criteria: Similar Projects (25%)

Score 23
(100-0)

Criteria: Project Team (25%)

Score 18
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 5
(100-0)

TOTAL SCORE (100 Points)

88

RANKING

4

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: HDR Construction Control, Inc.

QUALIFICATION COMMITTEE MEMBER: 

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Technical Proposal and Project Approach (45%)

Score 38
(100-0)

Criteria: Similar Projects (25%)

Score 23
(100-0)

Criteria: Project Team (25%)

Score 24
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 5
(100-0)

TOTAL SCORE (100 Points)

90

RANKING

2

1

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Neel-Schaffer, Inc.

QUALIFICATION COMMITTEE MEMBER: *Simon*

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: Technical Proposal and Project Approach (45%)

Score 70
(100-0)

Criteria: Similar Projects (25%)

Score 20
(100-0)

Criteria: Project Team (25%)

Score 19
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 5
(100-0)

TOTAL SCORE (100 Points)

84

RANKING

5

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Rd
Intersection Improvements**

SUBMITTAL COMPANY NAME: Volkert Construction Services, Inc.

QUALIFICATION COMMITTEE MEMBER: Glenn

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: Technical Proposal and Project Approach (45%)

Score 39
(100-0)

Criteria: Similar Projects (25%)

Score 19
(100-0)

Criteria: Project Team (25%)

Score 17
(100-0)

Criteria: Location of Firm (5%)

(Firms located within the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5pts for location. Firms located within the state of Florida will receive 2 pts).

Score 5
(100-0)

TOTAL SCORE (100 Points)

80

RANKING

6

PRESENTATION RANKINGS

PS-0006-05/DRR- CEI Services for Red Bug Lake and Tuskawilla Rd Intersection Improvements

	B. Blackadar	B. Glennon	A. Khoury	O. Reagan	J. McCollum	TOTAL POINTS	RANKING
DYER, RIDDLE, MILLS & PRECOURT, INC	3	3	3	3	3	15	3
JEA CONSTRUCTION ENGINEERING SERVICES, INC	2	1	2	2	1	8	2
KEITH AND SCHNARS, P.A.	1	2	1	1	2	7	1

The Evaluation Committee recommends that the Board award the contract to:

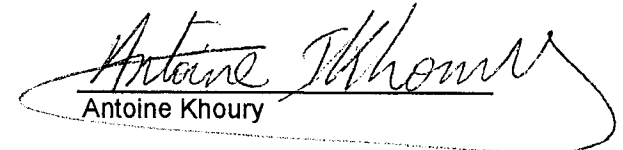
Keith and Schnars



Brett Blackadar



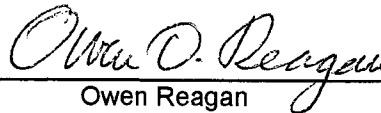
Bill Glennon



Antoine Khoury



Jerry McCollum



Owen Reagan

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry 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.

Criteria: Proposed Approach to Performing the Work (60%)

Good overall most areas in general, Specific on:
utility conflict, W, G, & E. P.I.
Order issues, Mobil drawing, water @ SE
and Crosswalk treatment
Good (++)

46.8

Score 78
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

Eliminate CEI office use DRMP drawings
Use Asphalt Base
Good (++)

15.6

Score 78
(100-0)

Criteria: Team Experience (20%)

Good team Have done
several jobs for County &
other local government,
Good (++)

15.6

Score 78
(100-0)

TOTAL SCORE (100-0 Points)

78.0

RANKING

3

PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry Mc Collum

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: Proposed Approach to Performing the Work (60%)

5 key areas - MUT - Use black bases 1/3 of time
business entrances. Decorative pavement
issues. 3 utility conflicts. (Very good a
fiber optics. Drainage use existing structure,
util. now in place. Flowable Fill - Pub. Inv. 49.2
Very good (detailed specifics)
Score 82
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

Asphalt Base
Flowable Fill
move utilities early
Good (++)
Score 78 15.6
(100-0)

Criteria: Team Experience (20%)

Good (++) - Work on E. Lake
brantly and various other local
government
Score 78 15.6
(100-0)

TOTAL SCORE (100-0 Points)

80.4

RANKING

1

PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

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: Proposed Approach to Performing the Work (60%)

Covered all major issues in general
Very specific on utilities. Most Arm test
so close to everything. Access issues
Good (++)

Score 78
(100-0)

46.8

Criteria: Innovative and Cost Saving Ideas (20%)

Test hole with sign for most arm
sketch
Doing work on Lake Drive and
used same trailer for CEI
Very good

Score 80
(100-0)

16.0

Criteria: Team Experience (20%)

Very good staff. Have done several
projects for County

Score 80
(100-0)

16.0

TOTAL SCORE (100-0 Points)

78.8

RANKING

2

Black Base? maybe
Limerock cheaper

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: William M. Glenmon

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: Proposed Approach to Performing the Work (60%)

- Erosion Control
- Maintain Drainage
- Public Information Mtg

Score 80 **48**
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

- Leave a hump in driveway
- Leave curb in place?
- ABC in lieu of Limerock

Score 85 **17**
(100-0)

Criteria: Team Experience (20%)

- Langley => 16 yrs
- Senior => 14 yrs in Limerock

Score 75 **15**
(100-0)

TOTAL SCORE (100-0 Points)

80

RANKING

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: William M. O'Keefe

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: Proposed Approach to Performing the Work (60%)

- proactive
- MOT
- entrance to business, => meet w/ all owner

Score 95
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

+ low profile Boomwall
+ use Block Base curb
+ picture of & walk
+ Excavatable Flowable Fill around structures

Score 90
(100-0)

Criteria: Team Experience (20%)

Jamall Harrison
Dorrell Austin
Henry Wang

Score 92
(100-0)

TOTAL SCORE (100-0 Points)

93.4

RANKING

1

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

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 |
| 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: Proposed Approach to Performing the Work (60%)

Most Arm must be exact
Barrier Wall
Public Involvement - Answer Calls

Score 90
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

- Share Resources
- Do not recommend ABC
- Water not an issue at this drainage
- core asphalt to determine condition

Score 75
(100-0)

Criteria: Team Experience (20%)

Pete Petyle
Frank Robb
Brian Huhner
Litty

Score 90
(100-0)

TOTAL SCORE (100-0 Points)

87

RANKING

2

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, 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: Proposed Approach to Performing the Work (60%)

Fairly good presentation.
Good Q&A discussion.
No display or diagrams provided.
Site visit was not done.
Good answers to questions

Score 70
(100-0)

42

Criteria: Innovative and Cost Saving Ideas (20%)

Use asphalt base to save time.
Good comments regarding possible conflicts w/ signals + power poles.
Good comment on water main valve.
Display field office. Use laptop w/ air card.

Score 80
(100-0)

16

Criteria: Team Experience (20%)

Firm has had problems closing out our previous jobs
Has done a few minor projects for the County.

Score 80
(100-0)

16

TOTAL SCORE (100-0 Points)

74

RANKING

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackador

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: Proposed Approach to Performing the Work (60%)

Very Good MOT discussion. Good discussion of approach.
Very good ability to explain Good work of machine.
Good sample newsletter.
Very good answer to questions.
Good presentation.

Score 85
(100-0)

51

Criteria: Innovative and Cost Saving Ideas (20%)

Suggest use of low profile barrier wall
Use black box to cut down to time
Use of web page + newsletter for public relations.

Score 80
(100-0)

16

Criteria: Team Experience (20%)

Currently working on Tuskawilla Road and we are doing a
very good job.

Score 90
(100-0)

18

TOTAL SCORE (100-0 Points)

85

RANKING

2

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

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: Proposed Approach to Performing the Work (60%)

Very good working. Well advanced preparation.
Excellent drilled shaft discussion. Good stability, listing
Very good public presentation to owner.

Score 85
(100-0)

51

Criteria: Innovative and Cost Saving Ideas (20%)

Electronic filing system. Prepare test auger for drilled shaft
Propose to save money by working on adjacent Lake Dr.
Have to own, haul and trailer. Propose a cost saving
for this job because at Lake Dr.
Propose to make merge longer to utilize rest of the lane.

Score 90
(100-0)

18

Criteria: Team Experience (20%)

Several Sim. City previous projects. Have done a good job
on all projects

Score 95
(100-0)

19

TOTAL SCORE (100-0 Points)

88

RANKING

1

Dec 13th 2005

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: AIK

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: Proposed Approach to Performing the Work (60%)

Quality of design, construction, and materials. Above 90%
Cost & Driveway to Road

Score 80
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

No Need for TRAIL

Score 85
(100-0)

Criteria: Team Experience (20%)

Score 85
(100-0)

TOTAL SCORE (100-0 Points)

82

RANKING

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: AIK

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: Proposed Approach to Performing the Work (60%)

Working on it /
Asking for help to save time

Score 90
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

Very good idea
Asphalt base

Score 89
(100-0)

Criteria: Team Experience (20%)

Very good

Score 90
(100-0)

TOTAL SCORE (100-0 Points)

89

RANKING

2

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: AIK

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: Proposed Approach to Performing the Work (60%)

Good / public involvement

Score 90
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

Test the Drill shall
use of the laser level / advice

Score 90
(100-0)

Criteria: Team Experience (20%)

Asina

Score 90
(100-0)

TOTAL SCORE (100-0 Points)

90

RANKING

1

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Owen D. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Approach to Performing the Work (60%)

fairly routine assessment.

Score 75 45
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

good ideas on basework

Score 90 18
(100-0)

Criteria: Team Experience (20%)

very good/excellent

Score 80 16
(100-0)

TOTAL SCORE (100-0 Points)

79

RANKING

3

**PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements**

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services, Inc.

QUALIFICATION COMMITTEE MEMBER: Owen D. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Approach to Performing the Work (60%)

very thorough
complete understanding

Score 85 51
(100-0)

Criteria: Innovative and Cost Saving Ideas (20%)

some good suggestions

Score 70 14
(100-0)

Criteria: Team Experience (20%)

very good/excellent

Score 80 16
(100-0)

TOTAL SCORE (100-0 Points)

81

RANKING

2

PS-0006-05/DRR – CEI Services for Red Bug Lake and Tuskawilla Road
Intersection Improvements

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: Owen D. Reagan

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Approach to Performing the Work (60%)

Very thorough, but some hints to
cost saving ideas. Good identification of
area contacts and potential problems

Score 90
(100-0) 54

Criteria: Innovative and Cost Saving Ideas (20%)

Decent but not considerable savings

Score 75
(100-0) 15

Criteria: Team Experience (20%)

very good exp. Some question of
availability

Score 70
(100-0) 14

TOTAL SCORE (100-0 Points)

83

RANKING

1

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT
(PS-0006-05/DRR)
RED BUG LAKE ROAD AND TUSKAWILLA ROAD INTERSECTION IMPROVEMENTS**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **KEITH AND SCHNARS, P.A.**, duly authorized to conduct business in the State of Florida, whose address is 385 CenterPointe Circle, Suite 1303, Altamonte Springs, Florida 32701, 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 construction engineering and inspection services for the Red Bug Lake Road and Tuskawilla Road intersection improvements project in Seminole County; and

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

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

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the

parties and shall be completed no later than thirty (30) days after completion of the intersection improvement project.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated above. Payment shall be made to the CONSULTANT at the rates as indicated on Exhibit "B", attached hereto.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

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

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

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) 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 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 subsection (a) of this

Section.

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

SECTION 6. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(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 or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT'S 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 plans, studies, reports, estimates, summaries, and such other information and materials 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. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for 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 out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, 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 the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be 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 in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. 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, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. 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 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this

provision, COUNTY shall have the right to terminate the Agreement at its 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 12. 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 opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior 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 14. 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 15. 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 or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's 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 Section. 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) 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	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(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 16. ALTERNATIVE DISPUTE RESOLUTION.

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

(b) 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 17. REPRESENTATIVE OF COUNTY AND 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 CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the 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) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. 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 not 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 19. 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 20. 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 copartners 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 an independent contractor with respect to all services performed under this Agreement.

SECTION 21. 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 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article 1, 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 1, 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 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by 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 Department
520 W. Lake Mary Blvd., Ste 200
Sanford, FL 32773

For CONSULTANT:

Keith and Schnars, P.A.
385 CenterPointe Circle, Ste 1303
Altamonte Springs, FL 32701

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 26. 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 27. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of

this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

KEITH AND SCHNARS, P.A.

Secretary

By: _____
MARK J. MOSHIER, P.E.
Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
11/14/05
ps-0006

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule
- Exhibit "C" - Truth in Negotiations Certificate

EXHIBIT "A"

CE&I SCOPE OF SERVICES For Red Bug Lake Rd and Tuskawilla Rd Intersection Improvements

GENERAL

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contract in the manner so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

PRE-CONSTRUCTION ACTIVITIES

It is the intent of the county to have the CONSULTANT perform activities prior to the start of construction. The activities will be but not limited to: Constructibility Review, Utility Coordination, Public Involvement with the stake holders and Bid review.

SURVEY CONTROL

The CONSULTANT shall (1) make and record such measurements as are necessary to calculate and document quantities for items; and (2) perform incidental engineering surveys as may be necessary to carry out the services covered by the Agreement.

TESTING

The CONSULTANT, or approved subconsultant, shall perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

Sampling, testing and laboratory methods shall be accomplished by the CONSULTANT as required by the Florida Department of Transportation Standard Specification or as modified by the contract provisions.

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:

(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide interpretations of the plans, specifications and contract provisions of a minor nature (Any other major interpretations that affect the integrity of the construction plans, specifications, and contract revisions, shall first be directed to the Design Consultant for their interpretations and recommendations); (4) to make recommendations to the COUNTY to resolve disputes which arise in relation to the construction contract; and (5) to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall also perform any other construction engineering services normally or customarily assigned to a Resident Engineer that are required to fulfill its responsibilities under this Agreement. Construction engineering services for this project shall include, but are not necessarily limited to, the following:

The CONSULTANT shall provide a resident project engineer and the requisite inspection staff to observe the Contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of a registered professional engineer (Resident Engineer).

Prior to the start of construction, the CONSULTANT shall assist the COUNTY in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received and the qualifications of the apparent, qualified low bidder.

The CONSULTANT shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Contractor. The CONSULTANT shall immediately report to the COUNTY apparent significant changes in quantity, time or cost as they are noted.

The CONSULTANT shall maintain a Project Control Schedule for the work. The CONSULTANT shall, on a regular basis, report the status to the COUNTY on all major items of work requested of the Construction Contractor reflected on the Project Control Schedule.

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by the CONSULTANT. Project Control Schedule runs to review the results of Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

The CONSULTANT shall maintain a log of materials entering into the work and utilized in the work with proper indication of the basis of acceptance of each shipment of material.

The CONSULTANT shall maintain records of all sampling and testing accomplished under this Agreement and analyze such records required to ascertain acceptability of material and completed work items.

The CONSULTANT shall meet with the Construction Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.

The CONSULTANT shall record minutes of each meeting and forward a copy to the Contractor and to the COUNTY with the engineer's summary weekly report. Included in the report shall be noted activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work that would normally be noted in the engineer's weekly summary report.

Once each month, the CONSULTANT shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress Estimate. The CONSULTANT shall submit the completed tabulation to the COUNTY.

Shop drawings and other submittals will be reviewed and approved by the CONSULTANT for conformance to the intent of the design concept of the project

plans and specifications. Shop drawings/sample submittals and approvals shall be tracked by the CONSULTANT. Tracking shall include, but not be limited to, maintaining cognizance of the status of each submittal as it progresses through the review and approval process and procedures. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

The CONSULTANT shall provide to the Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the Work. When warranted by the COUNTY, the COUNTY shall request an interpretation from the Design Consultant prior to any major changes of the plans specifications and contract revisions being clarified to the Contractor by the CEI Consultant. The COUNTY shall coordinate all requests for involvement of the Design Consultant.

The CONSULTANT shall analyze any and all problems that arise on the project and proposals submitted by the Contractor and shall prepare and submit a recommendation to the COUNTY.

The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The CONSULTANT shall recommend such changes to the COUNTY for approval/disapproval.

When it is determined that a modification to the original contract for the project is required due to necessary change in the character of the Work, the CONSULTANT shall negotiate prices with the Contractor and prepare and submit for approval/disapproval by the COUNTY a Supplemental Agreement or change order.

In the event that the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.

In the event that the Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY covering the accuracy of statement and the actual effect of the delay on the completion of the controlling work items and the costs to the COUNTY.

The CONSULTANT shall prepare and submit to the COUNTY for further processing a final estimate and two (2) sets of record plans for the construction contract.

The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

Upon identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the CONSULTANT and in order of magnitude estimate of cost and time of change, if any, will be prepared by the CONSULTANT.

The CONSULTANT shall negotiate all changes with the Contractor using the CONSULTANT - prepared estimate as a basis. The CONSULTANT shall submit the results to the COUNTY within two (2) weeks of start of negotiations or report the major differences to the COUNTY, if agreement is not reached. The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed.

PERSONNEL

The CONSULTANT shall provide an agreed upon number of qualified personnel to effectively carry out its responsibilities under this Agreement. The CONSULTANT shall utilize only competent personnel who are qualified by experience and education.

STAFFING

The CONSULTANT shall maintain an appropriate staff after completion of construction to complete the final Estimate and Record Plans. No personnel other than those designated herewith, shall be assigned to the project by the CONSULTANT unless authorized by the COUNTY.

Construction engineering and inspection forces shall be required to be retained by or under contract to the CONSULTANT at all times while the Contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANTS forces shall be adjusted, to correspond with the type of suspension; provided, however, that no member of the CONSULTANT'S forces shall be deemed to be a COUNTY employee.

PHOTOGRAPHS

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum progress. Photographs shall be clean, sharp and clearly show details. Photographs shall be submitted in sets with each photograph numbered in sequence beginning with the numeral one (1). Photographs shall be enclosed in a clear plastic protector punched to fit a standard 8 1/2-inch by 11-inch three-ring binder.

OTHER SERVICES

The CONSULTANT shall upon written authorization by the COUNTY, perform any additional services not otherwise identified in this Agreement as may be required by the COUNTY in connection with the project. The following items are not included as part of this Agreement, but may be required of the CONSULTANT by the COUNTY to supplement the CONSULTANT'S services under this Agreement:

- (1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- (2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.
- (3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).
- (4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.

- (5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.
- (6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

Exhibit B
Rate Schedule

Truth in Negotiations Certificate

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)