

PROFESSIONAL SERVICES

- 28. Approve Ranking List, Authorize Negotiations and Award PS-0127-05/DRR- Master Agreement for Professional Services for CR-431 Orange Boulevard Utility Adjustments from Banana Lake Road to SR 46 to Professional Engineering Consultants, Inc. of Orlando. (\$480,000.00).**

PS-0127-05/DRR will provide a professional engineering consultant to design the adjustment and upgrade of existing and proposed water, sewer and reclaimed utilities within the rights-of-way of Orange Boulevard and Banana Lake Road. This includes obtaining the necessary permits. The utility design will be coordinated with the roadway improvements design being completed by the Engineering Division of Seminole County's Public Works Department.

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

- AdvanTec Consulting Engineers, Inc., Winter Park;
- Avcon, Inc., Orlando;
- Boyle Engineering Corporation, Orlando;
- CPH Engineers, Inc., Sanford;
- Dyer, Riddle, Mills & Precourt, Inc., Orlando;
- HDR Engineering, Inc., Orlando;
- Inwood Consulting Engineers, Inc., Oviedo;
- Professional Engineering Consultants, Inc., Orlando;
- Rockett & Associates, Inc., Winter Park.

The Evaluation Committee, which consisted of Eric Erickson, Senior Coordinator; Hugh P. Sipes, Senior Engineer; and J. Dennis Westrick, P.E., PEI Manager evaluated the submittals and short-listed the following five firms:

- CPH Engineers, Inc, Sanford;
- HDR Engineering, Inc., Orlando;
- Inwood Consulting Engineers, Inc., Oviedo;
- Professional Engineering Consultants, Inc., Orlando;
- Rockett & Associates, Inc., Winter Park.

The Evaluation Committee conducted telephone interviews with the short-listed firms, giving consideration to the following criteria:

- Approach to the Project;
- Similar Project Experience;

- Qualifications of the Team.

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):

- Professional Engineering Consultants, Inc., Orlando;
- Inwood Consulting Engineers, Inc., Oviedo;
- HDR Engineering, Inc., Orlando;
- Rockett & Associates, Inc., Winter Park;
- CPH Engineers, Inc., Sanford.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project. Funds are available in accounts 40102.169100 CIP 2078-01, 40102.169100 CIP 2177-01 and 40102.169100 CIP 2479-01. The estimated contract value is \$480,000.00.

Environmental Services/PEI Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate and authorize the Chairman to execute a Master Agreement as prepared by the County Attorney's Office.

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

PS NUMBER: PS-0127-05/DRR
 PS TITLE : CR-431-Orange Blvd Utility Adjustments from Banana
 Lake Rd to SR 46
 DATE: October 19, 2005 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
AdvanTec Consulting Engineers, Inc. P.O. Box 5615 Winter Park, FL 32793	Avcon, Inc. 5555 E. Michigan St, Ste 200 Orlando, FL 32822	Boyle Engineering Corporation 320 E. South St Orlando, FL 32801	CPH Engineers, Inc 500 W. Fulton St Sanford, FL 32771	Dyer, Riddle, Mills & Precourt, Inc. 1505 E. Colonial Dr Orlando, FL 32806
Joseph A. Margio 407-265-1200 PH 407-571-4090 FX	Rick Baldocchi, P.E. 407-599-1122 PH 407-599-1133 FX	A. Thomas Brown, P.E. 407-425-1100 PH 407-422-3866 FX	David A. Gierach, P.E. 407-322-6841 PH 407-330-0639 FX	Stephen L. Precourt, Jr, P.E. 407-896-0594 PH 407-896-4836 FX
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	
HDR Engineering, Inc. 315 East Robinson St Ste. 400 Orlando, FL 32801	Inwood Consulting Engineers, Inc. 870 Clark St Oviedo, FL 32765	Professional Engineering Consultants, Inc. 200 E. Robinson St, Ste 1560 Orlando, FL 32801	Rockett & Associates, Inc. 1685 Lee Rd, Ste 100 Winter Park, FL 32789	
Steven A. Keyes, P.E. 407-420-4200 PH 407-420-4242 FX	Alex B. Hull, P. E. 407-971-8850 PH 407-971-8955 FX	Kenneth Hooper, V.P. 407-422-8062 PH 407-849-9401 FX	Lowry E. Rockett, P.E. 407-894-3804 PH 407-894-3805 FX	

Tabulated by D. Reed – Posted October 20, 2005 (10:00 A.M.)

Short-listing Evaluation Committee Meeting: November 2, 2005 at 1:00 PM EST, Reflections, 500 W. Lake Mary Blvd., Sanford, FL 32773
 Large Conference Room

Presentations: Telephone Interviews will be conducted on November 14, 2005 with the following firms:

- CPH Engineers, Inc. 1:00 pm
- HDR Engineering, Inc. 1:25 pm
- Inwood Consulting Engineers, Inc. 1:50 pm
- Professional Engineering Consultants, Inc 2:15 pm
- Rockett & Associates, Inc. 2:40 pm

Recommendation: Professional Engineering Consultants, Inc.

Board of County Commissioners Agenda date: December 20, 2005

EVALUATION RANKINGS

PS-0127-05/DRR- CR 431-Orange Boulevard Utility Adjustments from Banana Lake Rd to SR 46

	E. Erickson	H. Sipes	D. Westrick	TOTAL POINTS	RANKING
AdvanTec Consulting Engineers, Inc	9	7	8	24	
Avcon, Inc.	8	8	9	25	
Boyle Engineering Corporation	7	6	6	19	
CPH Engineers, Inc.	3	3	7	13	
Dyer, Riddle, Mills & Precourt, Inc.	4	9	5	18	
HDR Engineering, Inc.	6	5	1	12	
Inwood Consulting Engineers, Inc.	5	4	4	13	
Professional Engineering Consultants, Inc.	1	1	2	4	
Rockett & Associates, Inc.	2	2	3	7	

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

- CPH Engineers
- HDR
- Inwood Consulting
- PEC
- Rockett & Associates


Eric Erickson

 11-2-05
Hugh Sipes

 11/2/05
Dennis Westrick

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: AdvanTec Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

Thorough understanding of project scope, Mr. Margio is familiar w/ SCESD staff & has worked on similar projects
Teamed w/ Southeastern Surveying & Nodarses & Assoc.
Advantec approved by Bd of PEs on 3/12/05
Workload Summary indicates adequate available manhours
Org chart shows Joe Margio as TM plus two others

Score 75 26.25
(100-0)

Criteria: Similar Project Experience (35%)

Mr. Margio worked for Inwood, a firm that had several SCESD projects
New firm w/ little or no experience as Advantec

Score 70 24.50
(100-0)

Criteria: Approach to the Project (25%)

Proposing to use SCPW roadway design plans as base sheets, phased construction to avoid disruption of service
Suggested that any proposed DI Mains be poly-wrapped if w/ soft of
Recognized Markham Regional WTP as key source of supply gas mains
Difficult proposal to read
Proposed soft dig to supplement "red-line" dugs

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)

77

RANKING

8

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Avcon, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

Robert Palm PE - proposed PM (also utility design)
Southeastern Surveying - Survey, Locates & UVH's
Geotech - Universal
Good Resumes w relevant individual Project experience
Good understanding of project scope
Current & Projected Workload is adequate for this PS Contract
Score 75 26.25
(100-0)

Criteria: Similar Project Experience (35%)

Minor Roads for SCSP - E. Lake Brantley Rd & Wekiva Springs Rd
Also, Cargo Rd. Imprints / Utility Relocations, Meadows MS Off-Site Utils.
Score 75 26.25
(100-0)

Criteria: Approach to the Project (25%)

Proposing comprehensive project approach, 60% Stage Review the 90%
Coordinate w/ SC Engr Div.
100% QA/QC/Constructability Reviewed
GOAA South Terminal Complex Infrastructure
Nothing innovative
Score 70 17.5
(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).

Orlando Firm w/ office on Mich St.
Score 100 5
(100-0)

TOTAL SCORE (100 Points)

75

RANKING

9

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Boyle Engineering Corporation

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

Thorough understanding of project scope, noted Master Plan Update
Teamed w/ Southeastern Surveying
Boyle is currently working for SCESD
Proposing Scott Lee as PM, supported by Steve Lockington
GEC on project team as geotech firm
Project teams % committed time ranges from 25 to 60%
Good resumes w/ related experience

Score 75 26.25
(100-0)

Criteria: Similar Project Experience (35%)

Clermont South connector Lift Stations & FM
FGWA Poinciana Beckined Water Transmission Pipeline –
Sunibel Sewer System Expand, Phase 3A, Carroll St. Reel. W/M (Kissimmee)
OUC Southeast Pipeline
No years given on projects

Score 75 26.25
(100-0)

Criteria: Approach to the Project (25%)

Proposing to be "extension of staff", constant communication
w/ roadway consultant, produce 60% Design Activities followed
by 90% & 100%
Included numerous meetings in design schedule

Score 79 19.75
(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).

California Firm w/ several FL offices, including Orlando

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

77.25

RANKING

6

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: CPH Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

CPH states their familiarity of project corridor due to work in Heathrow
Good understanding of project schedule. Local knowledge w/ SCESD
David Gierach as P-IC, Katrina Bowman as PM
No geotech sub given
Current workload of Team shows adequate availability, esp after Jan '06
Worked in SC for 7-30 years

Score 70 24.50
(100-0)

Criteria: Similar Project Experience (35%)

CPH has numerous other similar contracts w/ public & private
Int'l Pkwy Water Main & Rec. WM Extension
Winter Park Drive Imprints, US 17/92 Utility Plans (Sanford)
Country Club Rd Utilities Relocation (Sanford)

Score 79 27.65
(100-0)

Criteria: Approach to the Project (25%)

Prefer to have utility construction occur prior to roadway imprints
Construction control (surveying) is key to success
Noted new sidewalks, new sewer, close coord w/ SCPWD
No permitting challenges noted
* Mentioned contacting Wilson Elem staff Re: construction schedule

Score 80 20.00
(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).

Florida firm w/ local office in Sanford

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

71.15

RANKING

7

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

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

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

Firm has 28 years of experience, Michael Henry, P.E. as PM
 Dennisse Zornan EIT as Project Engineer
 Thorough project understand w/ pipe sizes quoted from 2003 Master Plan
 Teamed w/ No dorse (geo-tech)
 Good resumes w/ selected experience
 DBMP is currently winding down on several projects
 Key staff, 30 to 70% available

Score 80 28.00
(100-0)

Criteria: Similar Project Experience (35%)

Many similar projects w/ cities, counties & utility authorities
 Firm has previously worked w/ SCESD and Public Works Dept.
 Existing clients include Maitland, Lake Mary, Cocoa & Titusville
 SR 429 - Toho Water Authority, SR 426 & 427 Utility Relocations - SC
 Western Beltway, MLK Blvd. Phase II Utilities - Kissimmee

Score 80 28.00
(100-0)

Criteria: Approach to the Project (25%)

Organized, directed & controlled to timely completion
 Work Breakdown Structure (WBS)
 Good project approach recognizing permitting & service issues
 * Recommend pipeline design wait until 60% roadway plans are completed
 * Proposed using DIPRA for soils evaluation

Score 80 20.00
(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).

SE US Firm w/ FL offices, including Orlando 5

Score 100
(100-0)

TOTAL SCORE (100 Points)

81

RANKING

5

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: HDR Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

Team knows the project site, walked & photo'd entire corridor
HDR has performed several projects for Sem. City, ESD
and Public Works Dept. Steve Keys, PE as PM
General Utility Consultant for Altamonte Springs 1999 → present
Worked w/ Sem. City & FDOT for over 16 years.

Current Workload - staff availability varies from 20% to 50%
Teamed w/ Southeastern Surveying, GEC (quoted)
 Score 90 31.5
 (100-0)

Criteria: Similar Project Experience (35%)

City of Altamonte Springs & Cocoa
 * Designed Orange Blvd Loop for SCESD (C. Hunter)
Also designed SR 434 Utility Relocation Adjustments, Sand Lake Rd
Utility Relocation Adjustments

Score 85 29.75
 (100-0)

Criteria: Approach to the Project (25%)

On time, within budget & to client's satisfaction
Researched P/W Corridor, recommending some directional drilling
Recommending add'l detailed survey to offset dewatering
Focused on Constructability, Conflict Avoidance, MOT, permitting & schedule
 * Mentioned Seminole - Wekiva Trail

Score 90 22.50
 (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)

National firm w/ FL offices incl. Orlando (E. Robinson St)

Score 100 5
 (100-0)

TOTAL SCORE (100 Points)

88.75

RANKING

1

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

Chuck Olson, PE proposed PM, Alex Hull as Principal-In-Charge
Firm has performed several projects for SCSO and Public Works MSB
Thorough knowledge of project scope & existing utilities
Lotspeich Assoc. G.E. & Southeastern Surveying
Available Manpower is <20% initially increasing to 50% +/- by 1 year

Score 85 29.75
(100-0)

Criteria: Similar Project Experience (35%)

Markham Woods Road Utilities (J. Thompson), Palm Bay Rd Utility Reloc
UCF 20" Force Main, Airport Blvd Phase III, Metro Pkwy Utility Relocation (Lee
GWL/Heathrow WM - CBI Svcs., Keweenaw Trail PM
Consumers Lake Hayes Water Transmission Main, SR 426 (C. Olson)

Score 85 29.75
(100-0)

Criteria: Approach to the Project (25%)

Recommending east ROW for reclaimed WM
Thorough investigation of existing main offsets
Proposing strategic use of Soft Dig technology, soil corrosion analysis
Using DTPA representative & technology

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).

Local Firm with office in Oviedo

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

87

RANKING

4

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%) Teamed w/ Southeastern Surveying & Nodarse Assoc.
PEC is contracted by SCPWD for Orange Blvd roadway design
★ PEC has extensive knowledge of project corridor
PEC was design consultant for SCESD's SR 46 Redeemed Main
Ken Hooper, former SC Director of Utilities & CM will be Principal-in-Charge
Geoff Hennessy, PE as PM, over 120 miles of pipeline design work
Workload for PEC Team increases from 25% to ~80%
Excellent proposal supported w/ pictures Score 95 33.75
(100-0)

Criteria: Similar Project Experience (35%)
Sand Lake Road - Segment 2 Hickory Drived to SR 434 FM Relocation
PEC has performed numerous projects for SC incl. PW & Envir. Svcs
CR 491 Widening & Utilities Design (Citrus Co.), McGuire Rd Utility
Adjustments (City of Ocala) also Professional Parkway Utility Relocations & Imprints
Miscellaneous Distribution & Fire Svc. Mods for Lk Brantley Service Area Score 85 29.75
(100-0)

Criteria: Approach to the Project (25%)
PEC proposes to use same surveyor & geotech sub for Banana Lk Rd portion
Focused on communication, weekly (Friday) progress reports via email
KO meeting w/ subs, roadway staff & County
Prepare utility plans once roadway/drainage plans reach 60%
then follow up w/ review meetings Score 80 20.00
(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).

Florida firm w/ office in Orlando (E. Robinson St)

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

~~85~~ 88.0

RANKING

2

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Rockett & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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: Qualifications of the Team (35%)

Firm has worked for SCESD and other Central FL govt. entities
Currently contracted as Continuing Consultant for SCESD
Lowry Rockett, PE as Principal-in-Charge w/ Kent Veeches PM and Steve Bailey
R&A has performed numerous utility projects for SCESD from 1988-present
R&A has been continuing consultant for SSNOCWTA, Over 150 projects
Workload availability is adequate based upon pie chart on page 6
 * In-house survey team

Score 85 34.75
 (100-0) 29.75

Criteria: Similar Project Experience (35%)

Forsyth Road Utility Relocation (Orange County) - flight corridor
FDOT's SR 434 Utilities for SCESD also SR 426 Utility Relocations

Score 85 29.75
 (100-0) ~~28.00~~

Criteria: Approach to the Project (25%)

Expand roadway drawings into 3D representation
Short-notice mobilization of in-house survey crews
Use non-destructive locating techniques such as GPR probes, vacuum excavation
 * Thorough GPR pass of existing utility corridor at 60% design & just prior to bidding
 * Perform Corrosion evaluation of existing FM

Score 92 ~~23.00~~
 (100-0) 23.00

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).

Florida firm w/ local office in Winter Park (Lee Road)
Founded in 1982 as Blount Sikes & Assoc.

Score 100 5
 (100-0)

TOTAL SCORE (100 Points)

~~87.50~~

RANKING

~~3~~

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: AdvanTec Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sines

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: Qualifications of the Team (35%)

Good team, yet weak in # of personnel available

Score 74 25.9
(100-0)

Criteria: Similar Project Experience (35%)

Good similar projects

Score 79 27.65
(100-0)

Criteria: Approach to the Project (25%)

Very good approach

Score 80 20.0
(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 5.0
(100-0)

TOTAL SCORE ^{Max} (100 Points) 78.55

RANKING 7

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Avcon, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipos

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: Qualifications of the Team (35%)

Good - no major weaknesses.

Score 77 26.95
(100-0)

Criteria: Similar Project Experience (35%)

Good previous exp. with relevant projects

Score 75 26.25
(100-0)

Criteria: Approach to the Project (25%)

Good approach -

Score 72 18.00
(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).

Orange Co.

Score 100 5
(100-0)

TOTAL SCORE (100 Points) 76.20

RANKING 8

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Boyle Engineering Corporation

QUALIFICATION COMMITTEE MEMBER: Hugh Sines

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: Qualifications of the Team (35%)

Very Good Qualifications. No major weaknesses.

Score 78 27.3
(100-0)

Criteria: Similar Project Experience (35%)

Good project experience. Not listed for similar relative to public design in comparison to roadway projects

Score 77 27.3
(100-0)

Criteria: Approach to the Project (25%)

Generic approach - no specifics to issues related to the project's construction corridor

Score 76 19.0
(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).

Orlando

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

78.25
~~78.6~~

RANKING

6

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: CPH Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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: Qualifications of the Team (35%)

Very good qualifications - solid team

Score 78 27.3
(100-0)

Criteria: Similar Project Experience (35%)

Very good project experience esp. with pipeline projects

Score 79 27.65
(100-0)

Criteria: Approach to the Project (25%)

Good approach - good suggestions for construction & design.

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).

Seminole County

Score 100 5
(100-0)

TOTAL SCORE (100 Points) 79.95

RANKING 3

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

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

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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: Qualifications of the Team (35%)

Good - no major weaknesses

Score 76 26.60
(100-0)

Criteria: Similar Project Experience (35%)

Good experience - some w/ County

Score 73 25.55
(100-0)

Criteria: Approach to the Project (25%)

Fair to good project approach - some issues identified

Score 70 17.50
(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).

Orange Co.

Score 100 5
(100-0)

TOTAL SCORE (100 Points) 74.65

RANKING 9

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: HDR Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipos

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: Qualifications of the Team (35%)

Very good qualifications. - great team experience, esp. on
regulatory projects. Approach to be limited due to budget.

Score 77 26.95
(100-0)

Criteria: Similar Project Experience (35%)

Good similar project experience.

Score 77 26.95
(100-0)

Criteria: Approach to the Project (25%)

Understands the goal of the project. Recognized some
important issues.

Score 79 19.75
(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).

Orange Co.

Score 100 5
(100-0)

TOTAL SCORE (100 Points) 78.65

RANKING 5

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: High Sipes

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: Qualifications of the Team (35%)

Good qualifications on civil & FM projects associated with roadway improvements

Score 78 27.3
(100-0)

Criteria: Similar Project Experience (35%)

Good relevant and recent experience

Score 78 27.3
(100-0)

Criteria: Approach to the Project (25%)

Good approach - identified some major issues.

Score 80 20.0
(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).

Seminole County

Score 100 5
(100-0)

TOTAL SCORE (100 Points) 79.50

RANKING 4

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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: Qualifications of the Team (35%)

Very good to excellent team. Experienced with the roadway
portion of the project.

Score 80 28.0
(100-0)

Criteria: Similar Project Experience (35%)

Excellent similar project exp. - County utility design
for roadway projects.

Score 81 28.35
(100-0)

Criteria: Approach to the Project (25%)

Approach is excellent. Project team already involved in
the design of the roadway improvements.

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).

Orange Co

Score 100 5
(100-0)

TOTAL SCORE (100 Points) 82.10

RANKING 1

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Rockett & Associates, 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: Qualifications of the Team (35%)

Solid team - very good qualifications for pipeline & utility projects in conjunction with roadway construction

Score 81 28.35
(100-0)

Criteria: Similar Project Experience (35%)

Very good similar project exp. re SR 434/436 R/R with roadway projects

Score 80 28.0
(100-0)

Criteria: Approach to the Project (25%)

Did homework! Excellent understanding of the issues.

Score 82 20.5
(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).

Seminole Co.

Score 100 5
(100-0)

TOTAL SCORE (100 Points)

81.85

RANKING

2

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: AdvanTec Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Buckson

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: Qualifications of the Team (35%)

Score 72
(100-0)

Criteria: Similar Project Experience (35%)

Score 60
(100-0)

Criteria: Approach to the Project (25%)

Score 78
(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)

70.7

RANKING

9

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Avcon, Inc.

QUALIFICATION COMMITTEE MEMBER: Erickson

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: Qualifications of the Team (35%)

Score 72
(100-0)

Criteria: Similar Project Experience (35%)

Score 64
(100-0)

Criteria: Approach to the Project (25%)

Score 78
(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 57
(100-0)

TOTAL SCORE (100 Points)

72.1

RANKING

8

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Boyle Engineering Corporation

QUALIFICATION COMMITTEE MEMBER: Eric Larson

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: Qualifications of the Team (35%)

Score 76
(100-0)

Criteria: Similar Project Experience (35%)

Score 71
(100-0)

Criteria: Approach to the Project (25%)

Score 82
(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)

76.95

RANKING

1

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: CPH Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: ERICKSON

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: Qualifications of the Team (35%)

Score 82
(100-0)

Criteria: Similar Project Experience (35%)

Score 89
(100-0)

Criteria: Approach to the Project (25%)

Score 86
(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 59
(100-0)

TOTAL SCORE (100 Points)

86.35

RANKING

3

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

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

QUALIFICATION COMMITTEE MEMBER: ERICKSON

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: Qualifications of the Team (35%)

Score 88
(100-0)

Criteria: Similar Project Experience (35%)

Score 69
(100-0)

Criteria: Approach to the Project (25%)

Score 86
(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)

81.45

RANKING

4

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: HDR Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Frickson

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: Qualifications of the Team (35%)

Score 84
(100-0)

Criteria: Similar Project Experience (35%)

Score 62
(100-0)

Criteria: Approach to the Project (25%)

Score 86
(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)

77.6

RANKING

6

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: ERICKSON

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: Qualifications of the Team (35%)

Score 88
(100-0)

Criteria: Similar Project Experience (35%)

Score 67
(100-0)

Criteria: Approach to the Project (25%)

Score 86
(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)

90.75

RANKING

5

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: ERICKSON

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: Qualifications of the Team (35%)

Score 98
(100-0)

Criteria: Similar Project Experience (35%)

Score 90
(100-0)

Criteria: Approach to the Project (25%)

Score 100
(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)

95.8

RANKING

1

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Rockett & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: BRICKSON

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: Qualifications of the Team (35%)

Score 90
(100-0)

Criteria: Similar Project Experience (35%)

Score 94
(100-0)

Criteria: Approach to the Project (25%)

Score 92
(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)

92.4

RANKING

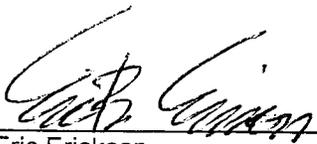
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PRESENTATION RANKINGS

PS-0127-05/DRR- CR 431-Orange Boulevard Utility Adjustments from Banana Lake Rd to SR 46

	E. Erickson	H. Sipes	D. Westrick	TOTAL POINTS	RANKING
CPH Engineers, Inc.	4	5	5	14	5
HDR Engineering, Inc.	2	4	2	8	3
Inwood Consulting Engineers, Inc.	3	1	3	7	2
Professional Engineering Consultants, Inc.	1	3	1	5	1
Rockett & Associates, Inc.	5	2	4	11	4

The Evaluation Committee recommends to the Board for award: Professional Engineering Consultants, Inc.


Eric Erickson


Hugh Sipes


Dennis Westrick

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: CPH Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

- Build utilities in advance of roadway ??
- Coordination required w/ PEC (Roadway Design Engr.)
- Coord also w/ Wilson Elem as well as Jim Russell
- * PVC pricing may be an issue (increased as much as \$20/LF)
- 60% plans by mid-March, permit set by mid-April
- Start constr. by Nov '06

Score 75
(100-0)

Criteria: Similar Project Experience (30%)

- US 17A2, Int'l Pkwy Winter Park Drive Impmts.
- Country Club Road Utilities Relocation
- * Last 2 years design & CEI for E. Lake Mary Blvd - Sanford
- ~12,000 LF of Red. WM & 10,500 of Red. WM

Score 80
(100-0)

Criteria: Qualifications of the Team (30%)

- Jerry Cox - construction div - CEI, QA, Katrina Bowman
- ~~Rocco~~ Rocco - CEI
- Adriaman & Universal as geo tech

- Potential ROW issues on south end of Banana Lk Road
- Q & A - Biggest challenge is working in wetlands
- would recommend using directional drilling
- no formal EA for soils outside Mobil Gas Sta.

Score 75
(100-0)

TOTAL SCORE (100-0 Points)

76.5

RANKING

5

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: HDR Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Jr Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

Recommend add'l surveying, start w/ 60% roadway plans
Add'l Geotech recommend
Relocating utilities, sequencing w/b very important
Look at connection points 1st
MOT is very important, incorporating utilities w/ roadway
Coordinated w/ Public Works for ROW issues
Est. 8-9 mos. design & permit

Score 85
(100-0)

Criteria: Similar Project Experience (30%)

4th project for SE Surveying in Orange Blvd. corridor.
Worked w/ PEC on Sand Lake Road for Alt. Springs Utils.
Orange Blvd w/ Sem. County
SR 434 & SR 427
* Worked w/ PEC on similar project w/ City of Alt. Springs. - Cranes Post
* Work w/ roadway designers to avoid conflicts

Score 90
(100-0)

Criteria: Qualifications of the Team (30%)

Glen Partlow PE - PM Steve Keyes - PM
Rich Voorhees - QA/QC
Jim Petersen - SE Surveying
- GEC

Q & A - mentioned ASR project
- conduct vch
- biggest challenge is fitting all utils
in corridor & keeping lines in svc.

Score 89
(100-0)

TOTAL SCORE (100-0 Points)

87.7

RANKING

2

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

2 Components 1) Structure of tasks: a) data collection
b) review c) final design
d) bidding & const. assistent.

Looked at PEC's plans & design report conducted site visits
2) Recommend FM be constructed bt putting it on east side N. of 46.
- put new red. WM in trench where old
* Sequenced construction w/ \$1.7 million Score 89
9-month schedule for design (incl. permits) (100-0)

Criteria: Similar Project Experience (30%)

SR 64 in Manatee County Also SR 426 22,000 LF of 42" & FM
Metro Parkway - Lee County
Palm Bay Road
Markham Woods Road Utilities
Orange County Score 85
(100-0)

Criteria: Qualifications of the Team (30%)

Alex Hull - Principle-in-Charge 31 years
Chuck Olson - PM worked w/ Hush & Dennis 16 years experience
David Ledgerwood - 2 years experience
David Coleman - QA/QC lots of pipeline exper. 15 years
GFS, Lotspiech & SE Surveying Score 80
Q/A - constrained ROW (100-0)
- may bid PVC vs DI
- existing Gas Main is 15ft from
TOTAL SCORE (100-0 Points) 85.1

RANKING

3

S-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

Coordination is extremely important on projects of this type
Good teamwork, compatible software
JPA-style work requires dissemination of info btwn parties
Let roadwork plans get to 60%
 * Cost-effectiveness can be offered in terms of engr. design fees
as well as construction costs - i.e. cost savings
 * Anticipate utility work & roadwork to run concurrently **Score 88**
 (100-0)

Criteria: Similar Project Experience (30%)

PEC has done many JPA projects for municipal clients (33)
Very experienced w/ Orange Blvd. corridor incl. 2003 stn. wtr.
Designed SR 46 hecl. Wm for Sem County
City of Ocoee - Maguire Road.

Score 88
(100-0)

Criteria: Qualifications of the Team (30%)

Geoff Hennessey - PM
Cynthia Malone - Proj. Engr.
Firas Munjed - Stn. wtr
Robert Blvd - QC.
 @ LA - may require addtl surveying
- challenges, beginning at SR 46
- wetland areas - may need directional drill
- not a lot of enclosed drainage **Score 88**
 (100-0)

TOTAL SCORE (100-0 Points)

88

RANKING

1

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Rockett & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: J. Dennis Westrick

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

Evaluate existing utilities to be impacted, do better locate
 Could test DI FM to evaluate expected service life
 Design availability is good at this time
 Optimize design, coordinate MOT Plan
 Have in-house survey capability
 Also offer Ground Penetrating Radar
 Would recommend putting FM under pavement if necessary

Score 80
(100-0)

Criteria: Similar Project Experience (30%)

SR 434 road widening for Sem. County
 Along Dean for SSNOCWTA Forsyth Road for Orange County
 Worked w/ Seminole County – 24 inch WWM
 Also GWL/Haathrow Interconnect
 Alabama Trail for Orange County, also SR 535, Apple-Vineland Road
 DRMP Roadway design for Polk County

Score 85
(100-0)

Criteria: Qualifications of the Team (30%)

Lowry Rockett –
 Kent Veech – Proj. Mgr.
 Steven Bailey – Proj. Engr.
 Glenn Hanks – Survey Mgr.
 Dave Rodenick – Inspector

– assumed closed stn/wtr. system
 Q & A – did not remember scope included
 recl. water main
 – congested roadway

Score 85
(100-0)

TOTAL SCORE (100- 0 Points)

83

RANKING

4

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: CPH Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

*How to put
EM on west
side - room
enough?*

Reviewed capital projects plan - put
before roadway improvements. - Co-ord. w/ school - soil contamination
issue of gas station.
PVC pipes high - supply low
Go to March - 90 to April - July bid - Nov. start const. (2006)
Wetlands is biggest challenge - directional drill here

Score 85
(100-0)

Criteria: Similar Project Experience (30%)

3000' LE 20" x 24" East Car Blvd. Segment 2 - City of Sanford
16500 of 24" reclaimed

Score 85
(100-0)

Criteria: Qualifications of the Team (30%)

Katriine Lawson, Jerry Cox, Roco Nasro?
Universal or Ardaman as geotech.

Score 88
(100-0)

TOTAL SCORE (100 -0 Points)

85.9

RANKING

5

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: HDR Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

P- put util. on east side?

Subsurface util. excavation - MOT coordination -
Crossing alternatives @ wetlands directional drilling
Maintain access to bus interests -
Biggest challenge - room for all utilities. - construction sequence
Schedule - coordinate w/ roadway

Score 90
(100-0)

Criteria: Similar Project Experience (30%)

Orange Blvd. WM loop - (same team)
Worked w/ PEC on Cross Loop (tight schedule)
Sand Lake Road? - CR 427

Score 86
(100-0)

Criteria: Qualifications of the Team (30%)

Steve Keiper^{Proj. Mgr} - Glenn Parfitt^{Proj. Eng.} - Rich Voorhees - Ben Stenbill (senior)
QA/QC program - outside peer review
Zoery Sellers - Dean Hilbourne
Close coordination w/ roadway engineer

Score 88
(100-0)

TOTAL SCORE (100-0 Points)

88.2

RANKING

4

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

Two components - 1) Data Collection & Prelim Engr - Final Design
2) Existing survey - PEC roadway plans
Revisited exist. util. - conducted site visits
FM constructed first on east side N of 46A - Place reclaimed where old FM is
1.7 million dollars - 9 mo. schedule (construction?)
Biggest challenge - wetlands & row constraints - design Gas main - 15'-20' off edge of pavement
 Score 89
 (100-0)

Criteria: Similar Project Experience (30%)

2700' 12" FM
22000'
SR 64 in Monroe Co. - 42" WM SR 426 County project
Coe Co. Metroparkway - 12" WM - 16" FM 600LF
PALM BAY Rd. - 5900' 12" WM -
Monkham Woods Rd for County
 Score 88
 (100-0)

Criteria: Qualifications of the Team (30%)

Alex Hull - Chuck Olson David Legerwood - David Coleman
Chuck Olson - 16 yrs. exp. Subs: SE, GEC, Cap?
Coleman - 15 yrs exp.
Hull - 31 yrs exp.
 Score 89
 (100-0)

TOTAL SCORE (100-0 Points)

88.7

RANKING

#1

S-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%) *Cost savings on project*
Cost effective because of roadway work - Big advantage of seamless coordination
Did not specifically address their approach to this work. Their presentation
concentrated mainly on their past exp. w/ JPA work. This is not a
JPA project however.
Most challenging aspect - (p from Dennis) = connection of reclaimed at SR 46
- wetland at SR 46. be king trail

Score ~~87~~ 90
(100-0)

Criteria: Similar Project Experience (30%)

Exp and municipal JPA work (This is not a JPA project!!)
Experience in the Orange Blvd. corridor
SR 46 = 20" reclaimed w/m - County

Score 87
(100-0)

Criteria: Qualifications of the Team (30%)

Geoff Hennessy - ^{Proj. Mgr.} - Christy Malone - Greg Teague - Robert Radd - Fares Murjed - Kesava
JPA work - ? - municipal - 33% -

Score 88
(100-0)

TOTAL SCORE (100-0 Points)

88.5

RANKING

3

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Rockett & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

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.

9 - east side of R-0-W have room?

Criteria: Approach to the Project (40%)

Survey & scope on Banana Lk Rd. Did not get into specifics about sequencing of const. of three utilities in limited R-0-W space.
Reviewed existing utilities
Can test existing km to determine service life ~~of~~
In house surveying - ground penetrating radar
Coordinate with roadway design - MDT plan coordination
Methods Biggest challenge - congested roadway R-0-W
 Score 88
 (100-0)

Criteria: Similar Project Experience (30%)

SR 434 (County) Forsyth Road
Maxham Rd 24th Wm (County)
Greenwood / Heathrow Interconnect (County)
Alapog Tr - Orange Co - Polk County
 Score 88
 (100-0)

Criteria: Qualifications of the Team (30%)

Steve Bailey - Kent Veech - Lowry Rockett - Renko - Dave Roderick
Current workload - Existing projects to provide priority on design
 Score 90
 (100-0)

P - do you have the resources to fast track this project design? (9 months or less)?

TOTAL SCORE (100- 0 Points)

88.6

RANKING

2

111

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: CPH Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: ERIC B. ERICKSON

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

COORDINATE PEC, ENGIN. DIVISION ROADWAY PLANS
 GAS STA. MOBIL SOIL ZONATION ENV. ISSUES PVC
 INCREASE
 APRIL '06 - SUB. TO COUNTY 90% PLANS WETLANDS DIRECTIONAL
 DRILLING UNDER SWAMP, NO 2ND SITE FOR GAS STATION C/WAYSIDE

Score 90
(100-0)

Criteria: Similar Project Experience (30%)

AIRPORT BLD. 20" MAIN - 3000' x 24" E. LK MARY
 10,800' FM - COORDINATE W/ K. MYERS

Score 86
(100-0)

Criteria: Qualifications of the Team (30%)

Score 80
(100-0)

TOTAL SCORE (100 -0 Points)

85.8

RANKING

4

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: HDR Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: ERIC B. ERICKSON

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

DIRECT DRILLING SOME AREAS, NOT W/ROADWAY COORDINATION
STRUMD UNDER ROADWAY PLANS. PEC @ 60% PLANS
COORDINATED W/PEC, BURIED F/O
SE SURVEY DURING PEC ROADWAY CONDITIONS
ADD. VERTICAL LOCATIONS UTILITIES
NONE - GEC - PRELIM. LEVEL ONE STUDY

Score 89
(100-0)

Criteria: Similar Project Experience (30%)

ORANGE BLVD WATER MAIN, SE SURVEYING - 4TH CORRIDOR PROJECT
PEC-ALT. SPR. - CRANES ROOST 4 MONTHS - GREG TEAGUE
SAND LAKE - PEC W/ALT. SPR.

Score 90
(100-0)

Criteria: Qualifications of the Team (30%)

GLEN FARROW - P.M.

Score 85
(100-0)

TOTAL SCORE (100-0 Points)

88.1

RANKING

2

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: ERIC B. ERICKSON

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

PEC PREL. PLANS OPTION 2 9 MO. CONST. PLANS
FM - 1ST KEEP OLD IN SERVICE DURING CONST.
WM - W/ROADWAY COORDINATION
SURVEYING SUBCONTRACTORS - SE SURV. GEC
OLD GAS STATIONS - SOILS WETLANDS @ TRAIL CROSSINGS
BID DIP OR P/C FOR CONST. COST ESTIMATE
GAS EAST 15-10 FROM R/P
Score ~~85~~ 86
(100-0)

Criteria: Similar Project Experience (30%)

SR 64 MANATEE COUNTY RELOC. 22K-40" WM
PALM BAY ROAD - BREVARD MARKHAM WOODS RD. 90% COMP.
SR 426 HIGH SIDES
Score 85
(100-0)

Criteria: Qualifications of the Team (30%)

ALEX HULL DAVID COLEMAN - QC
DAVID LEDGERWOOD
Score 90
(100-0)

TOTAL SCORE (100-0 Points)

~~85~~ 86.9

RANKING

3

S-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: ERIC B. ERICKSON

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

'03 - S40 ORANGE BLVD STUDY '03 - TRAFFIC LEFT TURN LANE
'05 - CR 431 - ORANGE PREL. ENG. PLANS, SUBSURFACE UTILITY
~~LOCATES~~ LOCATES - ADD. NEEDED 2 PLANS - BETTER FIT
WETLANDS DRILLING @ TRAIL P/C PRICE/SUPPLY D.I.P. ALTERNATIVE
100% ROADWAY - BEGIN UTILITY DESIGN SAME SOFTWARE
CONST. & ROADWAY - SAME TIME - CONCURRENT

Score 97
(100-0)

Criteria: Similar Project Experience (30%)

JPA W/ CITIES 33 (10 CLIENTS) 16.4 MILLION
" FDOT 6 (4 ") 8.73 MILLION
SR 46 - 20" RECLAIMED WATER COUNTY

Score 88
(100-0)

Criteria: Qualifications of the Team (30%)

JEFF HENESSY
GREG TEAGUE
FIRAS MUNJED - RD. DESIGN - MOT

Score 96
(100-0)

TOTAL SCORE (100-0 Points)

94

RANKING

1

PS-0127-05/DRR – CR 431-Orange Blvd Utility Adjustments from Banana Lake Rd to SR 46

SUBMITTAL COMPANY NAME: Rockett & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: ERIC B. ERICKSON

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to the Project (40%)

IN HOUSE SURVEYERS, OLD GAS STA. CONTAMINATED SOILS - E MOBIL
EXIST. STATIONS, GPR EQUIP. IN-HOUSE, THRU ENTIRE CORRIDOR
CONSULTANTS COORDINATION WITH PEC
2 GAS STATIONS, WAYSIDE - CR431 MISSED THIRD
SEWER/WATER DRAINAGE IS OPEN SWALE, NOT CLOSED SEWER SYSTEM

Score 75
(100-0)

Criteria: Similar Project Experience (30%)

SR 426 UTIL. RELOCATION DRIMP - POLK COUNTY COORDIN.
SR 434 COMPLETED & BUILT
MARKHAM ROAD 24" LINE
GREENWOOD LAKES TO I-4

Score 89
(100-0)

Criteria: Qualifications of the Team (30%)

STEVE BAILEY

Score 85
(100-0)

TOTAL SCORE (100- 0 Points) 82.2

RANKING 5

CONSULTANT SERVICES AGREEMENT (PS-0127-05/DRR)
C.R. 431-ORANGE BOULEVARD UTILITY ADJUSTMENTS-BANANA LAKE ROAD TO S.R. 46

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PROFESSIONAL ENGINEERING CONSULTANTS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 200 E. Robinson Street, Suite 1560, Orlando, Florida 32801, 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 design and permitting for the adjustment and upgrade of existing and proposed water, sewer and reclaimed utilities within the right-of-way of Orange Boulevard and Banana Lake Road in Seminole County; and

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

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require

the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run until completion of the project and acceptance of the project by the Board of County Commissioners.

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

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

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement

on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of FOUR HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$480,000.00).

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all work required by the Work

Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

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

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

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

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a

"Time Basis Method" with a Not-to-Exceed amount.

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

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

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

The original invoice 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:

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773
Attn: Hugh Sipes

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

CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

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

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

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

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

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

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

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

SECTION 11. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. CONFLICT OF INTEREST.

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

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

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

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

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

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

SECTION 19. INSURANCE.

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

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

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

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

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

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

any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

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

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

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

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

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 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 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

For CONSULTANT:

Professional Engineering Consultants, Inc.
200 E. Robinson St., Ste 1560
Orlando, Florida 32801

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

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

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, INC.

, Secretary

By: _____
KENNETH HOOPER, Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
11/16/05
ps-0127 wo

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

EXHIBIT A

Scope of Services CR 431 – Orange Boulevard Utility Adjustment From Banana Lake Road to SR 46

Seminole County's Environmental Services Department is seeking the services of a professional engineering consultant to provide design and permitting for the adjustment and upgrade of existing and proposed water, sewer and reclaimed utilities within the right-of-way of Orange Boulevard and Banana Lake Road. The utility design will be coordinated with the roadway improvements design being accomplished by the Engineering Division of the Seminole County Public Works Department. The tasks involved include but are not limited to the following:

1. Submit design drawings, technical specifications and cost estimates to the Environmental Services, PEI Division, at 60%, 90% and 100% (final) stages.
2. Coordinate the design at each stage with the roadway design efforts utilizing the roadway plans and survey as a base set.
3. Prepare and provide complete bid documents including but not limited to quantity takeoffs, cost estimates and technical specifications.
4. Prepare required permit applications, respond to requests for additional information and obtain permits.

The utility adjustments and upgrades within the Banana Lake Road right-of-way are not part of the Public Works Orange Boulevard Roadway Improvements. This section of improvements may require separate surveying and geotechnical investigation.

The size of the utility lines to be installed will be determined by PEI during the course of the design and in consultation with the selected consultant. No hydraulic modeling will be required for this project.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

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

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

Work Order Amount: _____ DOLLARS (\$ _____)

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

ATTEST:

(CORPORATE SEAL) _____, Secretary

By: _____, President

Date: _____

WITNESSES:

(Contracts Analyst, print name)

(Contracts Analyst, print name)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

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

Exhibit "C"
Rate Schedule

Truth in Negotiations Certificate

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

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

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

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

(End of certificate)