PROFESSIONAL SERVICES

29. Approve Ranking List, Authorize Negotiations and Award PS-0147-05/BLH – Master Agreement for SR 426 and Tuskawilla Road Intersection Improvements Professional Services to Metric Engineering, Inc. of Winter Park ($175,000.00).

PS-0147-05/BLH will provide professional engineering services to improve the traffic operations at the intersection of SR 426 and Tuskawilla Road, and the associated improvements on SR 426 from Tuskawilla Road to SR 417.

The term of the contract is for five (5) years, and may be renewed for two successive periods not to exceed one year each with and estimated total project cost of $175,000.00 over the term of the contract.

This project was publicly advertised and the County received five (5) submittals (listed in alphabetical order):

- C3TS, P.A.
- Dyer, Riddle, Mills & Precourt, Inc.
- Metric Engineering, Inc.
- Professional Engineering Consultants, Inc.
- Vanasse Hangen Brustlin, Inc.

The Evaluation Committee consisting of Jerry McCollum, County Engineer, Public Works; Charlie Wetzel, Assistant County Traffic Engineer, Public Works; Brett Blackadar, Principal Engineer, Public Works; and Co-Co Wu, Principal Engineer, Public Works evaluated the proposals and short-listed the following three firms:

1. C3TS, P.A.
2. Metric Engineering, Inc.
3. Professional Engineering Consultants, Inc

The Evaluation Committee heard presentations from the three short-listed firms and evaluated them giving consideration to the following criteria:

- Approach to the Project/Understanding of Project;
- Qualifications of the Proposed Personnel and the Firm;
- Similar Project Experience;
- Innovative and Cost Saving Ideas;
- Location of Firm.

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

1. Metric Engineering, Inc., Winter Park
2. Professional Engineering Consultants, Inc., Orlando
3. C3TS, P.A., Orlando

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget account 077541.560670 sub-ledger 191609 and negotiated on an as-needed basis for the project. The estimated cost of this project is $175,000.00.

Public Works/Traffic and Engineering Departments and Fiscal Services/Purchasing and Contracts Department 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

BID NUMBER: PS-0147-05/BLH

BID TITLE : SR 426 and Tuskawilla Road Intersection Improvements

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.

DATE: October 12, 2005 TIME: 2:00 P.M.

Response #1	Response #2	Response #3	Response #4
C3TS, P.A. 11315 Corporate Blvd, Suite 105 Orlando, FL 32817 Jorge E. Corzo, P.E. 407 823-8966 Ph. 407 823-8826 Fx.	Dyer, Riddle, Mills & Precourt, Inc. 1505 East Colonial Drive Orlando, FL 32803 Mark D. Prochak, P.E. 407 896-0594 Ph. 407 896-4836 Fx.	Metric Engineering, Inc. 2269 Lee Road Winter Park, FL 32789 William V. Anderson, Vice Pres. 407 644-1898 Ph. 407 644-1921 Fx	Professional Engineering Consultants, Inc. 200 East Robinson Street Orlando, FL 32801 Kenneth Hopper, Vic Pres. 407 422-8062 Ph. 407 849-9401 Fx.
Response #5			
Vanasse Hangen Brustlin, Inc. 135 W. Central Blvd. Suite 800 Orlando, FL 32801 Dale A. Crosby, P.E. 407 839-4006 Ph. 407 839-4008 Fx.			

Tabulated by: B. Hunter, Contracts Analyst

Posted October 12, 2005

Evaluation Committee Meeting: October 19, 2005 at 10:00 am 400 W. Lake Mary Blvd, Conference Room #239 Sanford Florida 32773

Presentations: November 8, 2005 at 09:00 am 400 W. Lake Mary Blvd, Conference Room #239 Sanford Florida 32773

Evaluation Criteria:

Criteria: Approach to the Project (60%)
Criteria: Innovative and Cost Saving Idea (20%)
Criteria: Project Team/ Similar Experience (20%)

Firms:

Metric Engineering, Inc.	09:00 am
Professional Engineering Consultants, Inc.	09:45 am
C3TS, P.A.	10:30 am

Recommendation: Metric Engineering, Inc. (Posted 11/8/05 12:10 p.m.)

To BCC for Award: **December 20, 2005 (REVISED 11/16/05)**

EVALUATION RANKINGS
PS-0147-05/BLH
Master Agreement for SR 426 and Tuskawilla Road
Intersection Improvements Professional Services
DATE 10/19/2005 TIME 10:00 AM

	B. Blackadar	C. Wetzel	J. McCollum	C. Wu	RANKING
C3TS, P.A.	3	4	3	3	**3**
Dyer, Riddle, Mills & Precourt, Inc.	4	3	4	4	**4**
Metric Engineering, Inc.	1	1	2	1	**1**
Professional Engineering Consultants, Inc.	2	2	1	2	**2**
Vanasse Hangen Brustlin, Inc.	5	5	5	5	**5**

We approve the above stated ranking:

B. Blackadar

J. McCollum

C. Wetzel

C. Wu

C3TS, P.A. **Jerry McCollum**

		SCORE	RANKING
Approach to Project/Understanding Project	40%	32.00%	
Qualification of the proposed personnel and firm	20%	15.00%	
Similar Project Experience	20%	15.00%	
Innovative and cost savings ideas	15%	12.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**79.00%**	**3**

Dyer, Riddle, Mills & Precourt, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	31.20%	
Qualification of the proposed personnel and firm	20%	15.00%	
Similar Project Experience	20%	15.60%	
Innovative and cost savings ideas	15%	9.75%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**76.55%**	**4**

Metric Engineering, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	32.00%	
Qualification of the proposed personnel and firm	20%	16.00%	
Similar Project Experience	20%	16.00%	
Innovative and cost savings ideas	15%	11.25%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**80.25%**	**2**

Professional Engineering Consultants, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	32.00%	
Qualification of the proposed personnel and firm	20%	16.00%	
Similar Project Experience	20%	16.40%	
Innovative and cost savings ideas	15%	11.25%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**80.65%**	**1**

Vanasse Hangen Brustlin, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	30.00%	
Qualification of the proposed personnel and firm	20%	15.00%	
Similar Project Experience	20%	15.00%	
Innovative and cost savings ideas	15%	9.75%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**74.75%**	**5**

I approve the above stated ranking:

J. McCollum

C3TS, P.A. **Co-Co Wu**

		SCORE	RANKING
Approach to Project/Understanding Project	40%	33.00%	
Qualification of the proposed personnel and firm	20%	17.00%	
Similar Project Experience	20%	16.00%	
Innovative and cost savings ideas	15%	12.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**83.00%**	3

Dyer, Riddle, Mills & Precourt, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	30.00%	
Qualification of the proposed personnel and firm	20%	18.00%	
Similar Project Experience	20%	18.00%	
Innovative and cost savings ideas	15%	11.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**82.00%**	4

Metric Engineering, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	38.00%	
Qualification of the proposed personnel and firm	20%	18.00%	
Similar Project Experience	20%	18.00%	
Innovative and cost savings ideas	15%	12.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**91.00%**	1

Professional Engineering Consultants, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	35.00%	
Qualification of the proposed personnel and firm	20%	18.00%	
Similar Project Experience	20%	18.00%	
Innovative and cost savings ideas	15%	12.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**88.00%**	2

Vanasse Hangen Brustlin, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	27.00%	
Qualification of the proposed personnel and firm	20%	17.00%	
Similar Project Experience	20%	15.00%	
Innovative and cost savings ideas	15%	10.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**74.00%**	5

I approve the above stated ranking:

C. Wu

C3TS, P.A. **Brett Blackadar**

		SCORE	RANKING
Approach to Project/Understanding Project	40%	36.00%	
Qualification of the proposed personnel and firm	20%	15.00%	
Similar Project Experience	20%	15.00%	
Innovative and cost savings ideas	15%	15.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**86.00%**	**3**

Dyer, Riddle, Mills & Precourt, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	30.00%	
Qualification of the proposed personnel and firm	20%	15.00%	
Similar Project Experience	20%	15.00%	
Innovative and cost savings ideas	15%	12.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**77.00%**	**4**

Metric Engineering, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	38.00%	
Qualification of the proposed personnel and firm	20%	18.00%	
Similar Project Experience	20%	19.00%	
Innovative and cost savings ideas	15%	15.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**95.00%**	**1**

Professional Engineering Consultants, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	36.00%	
Qualification of the proposed personnel and firm	20%	18.00%	
Similar Project Experience	20%	20.00%	
Innovative and cost savings ideas	15%	15.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**94.00%**	**2**

Vanasse Hangen Brustlin, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	20.00%	
Qualification of the proposed personnel and firm	20%	15.00%	
Similar Project Experience	20%	15.00%	
Innovative and cost savings ideas	15%	5.00%	
Location of firm	5%	5.00%	
TOTAL SCORE (out of 100%)	100%	**60.00%**	**5**

I approve the above stated ranking:

Brett Blackadar

B. Blackadar

C3TS, P.A. **Charlie Wetzel**

		SCORE	RANKING
Approach to Project/Understanding Project	40%	34.00%	
Qualification of the proposed personnel and firm	20%	10.00%	
Similar Project Experience	20%	10.00%	
Innovative and cost savings ideas	15%	13.00%	
Location of firm	5%	3.00%	
TOTAL SCORE (out of 100%)	100%	**70.00%**	**4**

Dyer, Riddle, Mills & Precourt, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	30.00%	
Qualification of the proposed personnel and firm	20%	14.00%	
Similar Project Experience	20%	11.00%	
Innovative and cost savings ideas	15%	13.00%	
Location of firm	5%	3.00%	
TOTAL SCORE (out of 100%)	100%	**71.00%**	**3**

Metric Engineering, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	36.00%	
Qualification of the proposed personnel and firm	20%	18.00%	
Similar Project Experience	20%	16.00%	
Innovative and cost savings ideas	15%	10.00%	
Location of firm	5%	3.00%	
TOTAL SCORE (out of 100%)	100%	**83.00%**	**1**

Professional Engineering Consultants, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	32.00%	
Qualification of the proposed personnel and firm	20%	18.00%	
Similar Project Experience	20%	18.00%	
Innovative and cost savings ideas	15%	10.00%	
Location of firm	5%	3.00%	
TOTAL SCORE (out of 100%)	100%	**81.00%**	**2**

Vanasse Hangen Brustlin, Inc.

		SCORE	
Approach to Project/Understanding Project	40%	20.00%	
Qualification of the proposed personnel and firm	20%	10.00%	
Similar Project Experience	20%	8.00%	
Innovative and cost savings ideas	15%	5.00%	
Location of firm	5%	3.00%	
TOTAL SCORE (out of 100%)	100%	**46.00%**	**5**

I approve the above stated ranking:

C. Wetzel

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: Metric Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

Discussed 417 PD+E. Met w/ Development Review. Good analysis of development. Very good aerial.
Very good roadway design analysis.
Good drainage review.
Very good permitting/coordination discussion.
Propose 12 month schedule.

Score 55
(0-60%)

Innovative and Cost Saving Ideas ***(20%)***

Work w/ Turnpike on future 417 PD+E.
Expand CORSIM network to include new signal + interchange.
Overhead trusses for signage on Tusk. road.
Install ped countdown timers.
Extend turn lanes on Tusk road.
Drop inside lane as a left turn lane instead.
Extending left turn lanes @ 417 interchange.
Coordinate w/ developers.

Score 18
(0-20%)

Project Team/Similar Experience ***(20%)***

Worked on Lake Emma, Eden Park, Vihlen, Celery + our Cont. Services Contract. Other FDOT experience also.
Have been behind on some projects

Score 17
(0-20%)

Total Score 90 (0-100%) ***Ranking*** 1

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

Proposed 10 month schedule - no prelim phase?
Incorporated CMM files from developments into plans
No traffic modeling proposed?
Very Good roadway design analysis - discussion of tight row
Excellent drainage review
Say existing BLC is sufficient - no additional traffic analysis is needed.
Good returning discussion.

Score 50
(0-60%)

Innovative and Cost Saving Ideas ***(20%)***

Propose to drop inside lane instead of outside lane.
Proposed signal pole is in conflict - need to design for protected only pole.
Good discussion of weaving issues w/ new development - make like I-4/Maitland
Work w/ Valmont to see if we can add head on existing pole.
Propose new overhead pole on Tuskawilla. Countdown ped signals.

Score 18
(0-20%)

Project Team/Similar Experience ***(20%)***

Did Tusk/Red Bug + several other Sem. City projects.
Have consistently done a good job.

Score 18
(0-20%)

Total Score 86 (0-100%) ***Ranking*** 2

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: C3TS, P.A.

QUALIFICATION COMMITTEE MEMBER: Bret Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project *(60%)*

Mistake about CEI selection.
Drainage discussion talked about pond that no longer exists.
No traffic operations discussion related to simulation.
Very good MOT discussion.
Proposed 11 month schedule
Very thorough analysis

Score 50
(0-60%)

Innovative and Cost Saving Ideas *(20%)*

Get developers build portions of project. Will reduce our cost.
Have 75% of survey from developers
Can they use existing poles. Propose advanced signing.
Did R/T analysis.
Upgrade to countdown timers.

Score 15
(0-20%)

Project Team/Similar Experience *(20%)*

They have not done any Sem. City projects. They are new to the area. They do have a contract with FDOT D5 + have done some projects in the area

Score 10
(0-20%)

Total Score 75 (0-100%) ***Ranking*** 3

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: Metric Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Co-Co W/U

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

4 task mgt. schedule
Excellent understanding of project issues.

88

Score 52.8 (0-60%)

Innovative and Cost Saving Ideas ***(20%)***

Excellent cost saving ideas

85

Score 17 (0-20%)

Project Team/Similar Experience ***(20%)***

Excellent experience

88

Score 17.6 (0-20%)

Total Score 87.4 (0-100%) ***Ranking*** 1

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Co-Co W/U

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

10 Months

Excellent understanding of project did not propose preliminary engineering

85

Score 51 (0-60%)

Innovative and Cost Saving Ideas ***(20%)***

Excellent cost saving idea

85

Score 17 (0-20%)

Project Team/Similar Experience ***(20%)***

Excellent experience

88

Score 17.6 (0-20%)

Total Score 85.6 (0-100%) ***Ranking*** 2

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: C3TS, P.A.

QUALIFICATION COMMITTEE MEMBER: Co-Co Wu

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

174 mon. duration.
Good project approach.

80

Score 48
(0-60%)

Innovative and Cost Saving Ideas ***(20%)***

excellent cost saving idea

85

Score 17
(0-20%)

Project Team/Similar Experience ***(20%)***

Excellent experience

85

Score 17
(0-20%)

Total Score 82 (0-100%) ***Ranking*** 3

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: Metric Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project *(60%)*

Recent FDOT work, Turnpike plans, Numerous develops. @ Deep Lake Rd. SB X Way Ramps (Signal or not). Utility issues (Large Poles / Lift Station). Drop inside lane (NB) + outside (SB). Avoid ROW impacts, Estimate 2.1M 12 month schedule Very Complete detailed. No Retail

85pts

Score 51 %
(0-60%)

Innovative and Cost Saving Ideas *(20%)*

Early coordination developer crates
Lt. lane drop
No ROW
Funding opportunities

80pts

Very good

Score 16 %
(0-20%)

Project Team/Similar Experience *(20%)*

Very solid team / Have done several projects for County as well as FDOT Daland

80pts

Score 16 %
(0-20%)

Total Score 83 (0-100%) *Ranking* 1

8' sidewalks

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: Professional Engineering Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project *(60%)*

10 mo. schedule, Good analysis for traffic
Drop NB outside / SB outside. Make sure poles
for new signal out of way. Ramp (SB) signal or not
Can save some poles. Utility issues (poles / Lift station)
Good on underground utilities. Need SW easement.
Very detailed on drainage.

82 pt

Score 49.2
(0-60%)

Innovative and Cost Saving Ideas *(20%)*

✓ Coordinate with Development
to save signal cost / pavement
Have done prel. eng already (Don't need more)
Cover up ditch

Very Good

80pts

Score 16.0
(0-20%)

Project Team/Similar Experience *(20%)*

Very solid team / Numerous
projects for County as
well as other local government
projects

82pts

Score 16.4
(0-20%)

Total Score 81.6 (0-100%) *Ranking* 2

8' Sidewalk
Rt. @ Ramp

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: C3TS, P.A.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project *(60%)*

Very detailed on ongoing State / Dev. projects in area. Cross slope correction, Driveways ok except 1. Minimize pavement by having Dev. do more than coordination. Ditch blocks Address MOT. 11 months Schedule

Very good

Did not address Ramp issue in NW 426/417

80 pts

Score 48.0 *(0-60%)*

Innovative and Cost Saving Ideas *(20%)*

Do not need survey.
Work with developer
Eliminate some paving

Very good

80 pts

Score 16.0 *(0-20%)*

Project Team/Similar Experience *(20%)*

Good (tt.) team
5th FDOT projects - Local projects?

78 pts

Score 15.6 *(0-20%)*

Total Score 79.6 (0-100%) *Ranking* 3

Discharge into pond (1 or 2)
Use 8' Southside

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: Metric Engineering, Inc.

QUALIFICATION COMMITTEE MEMBER: Charlie Wetzel

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

update B/C report
CORSIM analysis
extend SB left turn lane beyond trail, overhead signs
inside thru to NB left @ 417
12 mo. schedule

85

Score 51
(0-60%)

Innovative and Cost Saving Ideas ***(20%)***

CORSIM analysis
talking w/ Turnpike to cost share improvements @ 417
funding opportunities w/ FDOT, Turnpike

85

Score 17
(0-20%)

Project Team/Similar Experience ***(20%)***

several County projects - Lake Forest, Colony, Eden Park
GMB as sub - good work

80

Score 16
(0-20%)

Total Score 84 (0-100%) ***Ranking*** 1

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: **Professional Engineering Consultants, Inc.**

QUALIFICATION COMMITTEE MEMBER: Charlie Wetzel

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

10 month schedule
lane drop to rt turn @ 417
corner clip for SW may be needed
~~evaluate~~

80

Score 48
(0-60%)

Innovative and Cost Saving Ideas ***(20%)***

changes to Deep Lake signal
possible changes to SB 417 exit
evaluate rail arm
no need for redoing B/C analysis

82

Score 16.4
(0-20%)

Project Team/Similar Experience ***(20%)***

Several County projects - recent Red Bug @ Tuskawilla

90

Score 18
(0-20%)

Total Score 82.4 (0-100%) ***Ranking*** 2

PS-0147-05/BLH – SR 426 and Tuskawilla Road Intersection Improvements

SUBMITTAL COMPANY NAME: C3TS, P.A.

QUALIFICATION COMMITTEE MEMBER: Charlie Wetzel

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Approach to Project/Understanding of Project ***(60%)***

meetings, meetings, meetings
cross slopes
drainage - increase capacity of pond
11 month schedule
lots of upfront analysis

75

Score 45
(0-60%)

Innovative and Cost Saving Ideas ***(20%)***

get developer to pay for most widening

75

Score 15
(0-20%)

Project Team/Similar Experience ***(20%)***

18 years - lots of FDOT DS work
only staff of 7 in orlando
large miami office - 100 people total in company

70

Score 14
(0-20%)

Total Score 74 (0-100%) ***Ranking*** 3

INTERVIEW/PRESENTATION RANKINGS
PS-0147-05/BLH
Master Agreement for SR 426 and Tuskawilla Road Intersection Improvements Professional Services
DATE 11/8/2005 TIME 11:00 AM

	B. Blackadar	C. Wetzel	J. McCollum	C. Wu	TOTAL	RANKING
C3TS, P.A.	3	3	3	3	12	**3**
Metric Engineering, Inc.	1	1	1	1	4	**1**
Professional Engineering Consultants, Inc.	2	2	2	2	8	**2**

We approve the above stated ranking:

B. Blackadar

J. McCollum

C. Wetzel

C. Wu

	Brett Blackadar			RANKING
Metric Engineering, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	91.6	55	
Innovative and Cost Saving ideas	20%	90.0	18	
Project Team/Similar Experience	20%	85.0	17	
TOTAL SCORE (out of 300 points)	100%	266.6	**90.0**	**1**

Professional Engineering Consultants, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	83.3	50	
Innovative and Cost Saving ideas	20%	90.0	18	
Project Team/Similar Experience	20%	90.0	18	
TOTAL SCORE (out of 300 points)	100%	263.3	**86.0**	**2**

C3TS, P.A.	Criteria %	Points	SCORE	
Approach to Project/Understanding Project	60%	83.3	50	
Innovative and Cost Saving ideas	20%	75.0	15	
Project Team/Similar Experience	20%	50.0	10	
TOTAL SCORE (out of 300 points)	100%	208.3	**75.0**	**3**

I approve the above stated ranking:

Brett Blackadar

B. Blackadar

Charles Wetzel

				RANKING
Metric Engineering, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	85	51	
Innovative and Cost Saving ideas	20%	85	17	
Project Team/Similar Experience	20%	80	16	
TOTAL SCORE (out of 300 points)	100%	250	**84.0**	**1**

Professional Engineering Consultants, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	80	48	
Innovative and Cost Saving ideas	20%	82	16	
Project Team/Similar Experience	20%	90	18	
TOTAL SCORE (out of 300 points)	100%	252	**82.4**	**2**

C3TS, P.A.	Criteria %	Points	SCORE	
Approach to Project/Understanding Project	60%	75	45	
Innovative and Cost Saving ideas	20%	75	15	
Project Team/Similar Experience	20%	70	14	
TOTAL SCORE (out of 300 points)	100%	220	**74.0**	**3**

I approve the above stated ranking:

Charles Wetzel

	Jerry McCollum			RANKING
Metric Engineering, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	85	51	
Innovative and Cost Saving ideas	20%	80	16	
Project Team/Similar Experience	20%	80	16	
TOTAL SCORE (out of 300 points)	100%	245	**83.0**	**1**

Professional Engineering Consultants, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	82	49	
Innovative and Cost Saving ideas	20%	80	16	
Project Team/Similar Experience	20%	82	16	
TOTAL SCORE (out of 300 points)	100%	244	**81.6**	**2**

C3TS, P.A.	Criteria %	Points	SCORE	
Approach to Project/Understanding Project	60%	80	48	
Innovative and Cost Saving ideas	20%	80	16	
Project Team/Similar Experience	20%	78	16	
TOTAL SCORE (out of 300 points)	100%	238	**79.6**	**3**

I approve the above stated ranking:

Jerry McCollum

	Co-Co Wu			RANKING
Metric Engineering, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	88	53	
Innovative and Cost Saving ideas	20%	85	17	
Project Team/Similar Experience	20%	88	18	
TOTAL SCORE (out of 300 points)	100%	261	**87.4**	**1**

Professional Engineering Consultants, Inc.	Criteria %	Points	Score	
Approach to Project/Understanding Project	60%	85	51	
Innovative and Cost Saving ideas	20%	85	17	
Project Team/Similar Experience	20%	88	18	
TOTAL SCORE (out of 300 points)	100%	258	**85.6**	**2**

C3TS, P.A.	Criteria %	Points	SCORE	
Approach to Project/Understanding Project	60%	80	48	
Innovative and Cost Saving ideas	20%	85	17	
Project Team/Similar Experience	20%	85	17	
TOTAL SCORE (out of 300 points)	100%	250	**82.0**	**3**

I approve the above stated ranking:

Co-Co Wu Co-Co Wu

CONSULTANT SERVICES AGREEMENT (PS-0147-05/BLH)
S.R. 426 AND TUSKAWILLA ROAD INTERSECTION IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **METRIC ENGINEERING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2269 Lee Road, Winter Park, Florida 32789, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide professional services with regard to the S.R. 426 and Tuskawilla Rod Intersection improvements in Seminole County; and

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

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

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

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

the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of five (5) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time 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 a "Time Basis Method". CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". The total amount of compensation paid to the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($175,000.00).

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.

(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.

(f) 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.

(g) 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:

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

(h) 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 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 it's 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:

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

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

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

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

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

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

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

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

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

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

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

SECTION 25. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

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

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

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

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it

shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works
520 W. Lake Mary Blvd., Ste 200
Sanford, FL 32773

For CONSULTANT:

Metric Engineering, Inc.
2269 Lee Rd.
Winter Park, FL 32789

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

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

ATTEST: METRIC ENGINEERING, INC.

_____ By:_____
, Secretary WILLIAM V. ANDERSON
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.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AC/lpk
11/9/05 11/29/05
ps-0147

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

EXHIBIT A

STATE ROAD 426 AND TUSKAWILLA ROAD INTERSECTION IMPROVEMENTS

OBJECTIVE:

The purpose of this project is to improve the traffic operations at the intersection of SR 426 and Tuskawilla Road, and the associated improvements on SR 426 from Tuskawilla Road to SR 417.

The COUNTY completed a Benefit-Cost Analysis for this intersection in July 2005, as attached in this Request for Proposal. That analysis determines that the potential improvements as identified in the report would produce significant benefits to the motoring public. It further recommends that this project should move forward with the design. In this contract, the CONSULTANT shall complete a Preliminary Engineering Study with final recommendations using the information in the attached report, and provide final design of the recommended improvements.

SCOPE OF SERVICES:

This project will include the following three phases:

Phase 1 - Preliminary Engineering
Phase 2 - Final Design and Environmental Permitting
Phase 3 - Post Design Services

All work for this project should be within the existing ROW. The general scope for each phase of the project is outlined as follows:

Phase 1 - Preliminary Engineering

The CONSULTANT shall provide all necessary professional services to conduct a Preliminary Engineering Study and prepare a Technical Memorandum documenting the study results and final recommendations for the intersection of SR 426 and Tuskawilla Road.

The CONSULTANT shall use the information contained in the Benefit-Cost Analysis and provide further in-depth study tasks to evaluate the effectiveness of the proposed improvements. The CONSULTANT shall coordinate with and obtain approval from the Florida Department of Transportation and Florida's Turnpike Enterprise of proposed improvements to this transportation facility.

The COUNTY expects to receive sufficient information and data, with appropriate professional recommendations, to pursue project design, environmental permitting, public advertisement and subsequent construction of this project based on this study.

Phase 2 - Final Design and Environmental Permitting

The CONSULTANT shall provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, agency permits, and bid documents, for the recommended improvements to the intersection of SR 426 and Tuskawilla Road, as shown in the Preliminary Engineering Technical Memorandum.

Phase 3 - Post Design Services

The CONSULTANT shall provide post design services in connection with the design and construction of the improvements to the intersection of SR 426 and Tuskawilla Road.

The COUNTY will issue work orders on an as needed basis. These services may include plan updates during construction, permit updates, shop drawing reviews, survey update, and any other services as requested by the COUNTY to successfully complete construction.

EXHIBIT B

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:

Work Order Amount:

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

By: _____
,President

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Seminole County Contracts Analyst, print name)

_____
(Seminole County Contracts Analyst, print name)

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