PROFESSIONAL SERVICES

29. Approve Ranking List, Authorize Negotiations, and Award PS-5167-04/AJR – Master Agreement for Professional Services for CEI Services for Lake Drive Phase 1 & 2 to Keith and Schnars, P.A. of Altamonte Springs.

PS-5167-04/AJR will provide construction engineering and inspection to ensure that the project is constructed in reasonable conformity with the plans, specifications, and contract provisions.

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

- AB/WCG Joint Venture, Orlando;
- CMTS Florida, LLC, Jacksonville;
- DRMP, Orlando;
- Earth Tech Consulting, Inc., Orlando;
- GAI Consulting, Inc., Orlando;
- HDR CCC, Bartow;
- JEA Ces, Inc., Winter Park;
- Keith and Schnars, P.A., Altamonte Springs;
- Parsons, Orlando;
- Reynolds, Smith & Hills, Inc., Orlando;
- Wilbur Smith Associates, Orlando.

The Evaluation Committee, which consisted of Gary Johnson, P.E., Director of Public Works; Don Fisher, Deputy County Manager; Jerry McCollum, P.E., County Engineer; Stephen Krug, P.E., Principal Engineer; and Hugh Sipes, Senior Engineer evaluated the submittals and short-listed four firms.

The Evaluation Committee, less Don Fisher, Deputy County Manager interviewed the following four short-listed firms:

- AB/WCG Joint Venture, Orlando;
- Earth Tech Consulting, Inc., Orlando;
- HDR CCC, Bartow;
- Keith and Schnars, P.A., Altamonte Springs.

Consideration was given to the following criteria:

- Proposed Approach to Performing the Work;
- Similar Project Experience;
- Qualifications of the Project 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):

1. Keith and Schnars, P.A., Altamonte Springs;
2. HDR CCC, Bartow;
3. Earth Tech Consulting, Inc., Orlando;
4. AB/WCG Joint Venture, Orlando.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project. The estimated contract value is $1,000,000.00.

Public Works/ Engineering 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-5167-04/AJR

PS TITLE : CEI Services for Lake Drive Phase 1 & 2

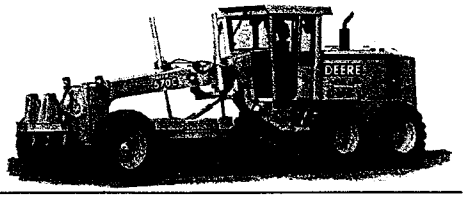
DATE: August 4, 2004 TIME: 2:00 P.M.

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-
AB/WCG Joint Venture 8529 South Park Circle, Suite 250 Orlando, Florida 32819 (407) 226-7085 – Phone (407) 226-7086 – Fax David L. Wright, Principal	CMTS Florida, LLC 9132 Cypress Green Drive Jacksonville, Florida 32256 904-739-9804 – Phone 904-739-9816 – Fax Harold Dubon, Transportation Manager	DRMP 1505 East Colonial Drive Orlando, Florida 32806 407-896-0594 – Phone 407-896-4836 – Fax Lucius J. Cushman, Jr., P.E. Vice President	Earth Tech Consulting, Inc. 30 South Keller Road, Suite 500 Orlando, Florida 32810 407-660-1719 – Phone 407-660-0250 – Fax David W. Gorden, Vice President	GAI Consultants, Inc. 618 E. South Street Orlando, Florida 32801 407-423-8398 – Phone 407-423-7403 – Fax Jeffrey M. Sievers, P.E.
RESPONSE -6-	**RESPONSE -7-**	**RESPONSE -8-**	**RESPONSE -9-**	**RESPONSE -10-**
HDR Construction Control Corporation 215 E. Main Street, Suite 600 Bartow, Florida 33830-4632 863-534-9444 – Phone 863-534-3562 – Fax Vay L. Scott, PE	JEA CES, Inc. 1685 Lee Road Winter Park, Florida 32789 407-647-1001 – Phone 407-647-8080 – Fax Kathy J. Caldwell, P.E.	Keith & Schnars, PA 6500 North Andrews Avenue Ft. Lauderdale, Florida 954-776-1616 – Phone 954-771-7690 – Fax Mark Moshier, P.E.	Parsons Brinckerhoff Construction Services, Inc. 100 E. Pine Street, Suite 500 Orlando, Florida 32801 407-587-7800 – Phone 407-587-7960 – Fax G. Dewey Martin III, P.E.	Reynolds, Smith and Hills, Inc. 300 South Pine Island, Suite 300 Plantation, FL 33324 954-474-3005 – Phone 954-474-3628 – Fax Joseph Shaughnessy, P.E.
RESPONSE -11-				
Wilbur Smith Associates 3535 Lawton Rd., Suite 100 Orlando, FL 32803 407-896-5851 – Phone 407-896-9165 – Fax Manuch Amir, P.E.				

Tabulated by: Amy J. Rossi, CPPB, Sr. Contracts Analyst – Posted 8/05/2004 (4:00 P.M.)
Shortlisting Meeting Date: ~~August 19, 2004, 3:45pm at Public Works 520 West Lake Mary Blvd., Jerry's Office~~
Due to Hurricane Charley this meeting was cancelled, a new eval date is still forthcoming. Please check the website for any updates. (Posted: 08/19/2004)
Shortlisting Meeting Date: ~~September 10, 2004, 3:30pm at Public Works 520 West Lake Mary Blvd., Jerry's Office (Posted: 08/30/2004)~~
Due to Hurricane Ivan this meeting was cancelled, a new eval date is still forthcoming. Please check the website after the 20th for any updates (Posted: 09/10/2004 12:00pm)
Shortlisting Meeting Date: September 29, 2004, 1:30pm at Public Works 520 West Lake Mary Blvd., Jerry's Office (Posted: 09/22/2004)
~~Shortlisted firms will not be announced until late Thursday afternoon~~. (Posted: 09/29/2004) Shortlisting still under evaluation, check back Monday, October ~~04~~ **11**, 2004 (Posted: 10/05/04)
Shortlisted firms: AB/WCG, Earth Tech, HDR, Keith & Schnars (Posted: October 12, 2004)
Presentation: November 5, 2004 starting at 11:00am, Engineering-520 West Lake Mary Blvd., Lake Jesup Conference Room
Recommendation of Award: Keith & Schnars, PA (BCC: 12/14/2004) (Posted: 11/08/2004)

Seminole County Government
Engineering Division
Construction Management



520 West Lake Mary Blvd. Suite 200 Sanford, Florida 32773

MEMORANDUM

DATE: October 18, 2004

TO: Amy J. Rossi, CPPB, Sr. Contracts Analyst

FROM: Stephen C. Krug, P.E., Principal Engineer, Construction Management

THRU: Jerry McCollum, P.E., County Engineer

SUBJECT: Lake Drive Phases 1 & 2, Justification of CEI Selection Short List

The purpose of this memorandum is to report the recommendations of the evaluation committee that met on September 29, 2004 at 1:30 PM.

Proposals from eleven firms were evaluated by the committee. AB/WCG Joint Venture, Earth Tech Consulting Inc., HDR Construction Control and Keith & Schnars, PA (listed in alphabetical order) have been recommended to be short listed for formal presentations/discussions:

The following matrix summarizes the attributes of each firm related to the specified project criteria:

Criteria	AB/WCG	Earth Tech	HDR CC	K & S, PA
Approach to Project/ Understanding of Project (40%)	Detailed and well researched approach to project issues.	Full understanding of project issues.	Good research & understanding of project issues with time saving ideas.	Good understanding of project issues with innovative project solutions.
Similar Recent Project Experience (30%)	Good experience on similar major projects.	Good history on similar County and FDOT projects.	Good history on similar County and FDOT projects.	Good history on similar County and FDOT projects
Project Team Qualifications (30%)	Experienced team on County projects.	Good team with previous County experience.	Experienced team with previous County projects.	Team has good previous experience with County.

Please feel free to contact me at extension 2345 if you should have any questions.

Don Fisher

Gary Johnson, P.E.

Hugh Sipes

Jerry McCollum, P.E.

Stephen C. Krug, P.E.

	Score	Ranking
K&S	5	1
HDR CCC	10	2
Earth Tech	11	3
AB/WCG	14	4

Presentation Evaluation PS-5167-04/AJR

	Gary Johnson	Jerry McCollum	Steve Krug	Hugh Sipes	Total
AB/WCG	4	2	4	4	14
Earth Tech	2	3	3	3	11
HDR CCC	3	4	1	2	10
K&S	1	1	2	1	5

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: AB/WCG

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Comprehensive approach - good understanding

Score 35
(0-40)

Criteria: Similar Recent Project Experience 30%

LMB
Disney

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 90 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: CMTS

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Standard approach - minimal understanding

Score 15
(0-40)

Criteria: Similar Recent Project Experience 30%

Airport Rd
Locations not specified

Score 10
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 55 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Comprehensive approach
Good understanding

Score 35
(0-40)

Criteria: Similar Recent Project Experience 30%

Mostly DOT
OC - Goldenrod

Score 22
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 87 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Standard approach
water tables?
Adequate understanding.

Score 25
(0-40)

Criteria: Similar Recent Project Experience 30%

Significant SC road experience

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

Adequate.

Score 30
(0-30)

Total Score 80 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: GAI

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Generic approach
Minimal ~~site~~ understanding

Score 20
(0-40)

Criteria: Similar Recent Project Experience 30%

Mostly state
Chulouta Bypass

Score 15
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 65 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Comprehensive approach
Good understanding

Score 35
(0-40)

Criteria: Similar Recent Project Experience 30%

Dodd Rd.
DOT

Score 20
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 85 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: JEA

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Comprehensive approach
Good understanding - details

Score 38
(0-40)

Criteria: Similar Recent Project Experience 30%

All DOT

Score 20
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 88 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Keith & Schnars

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good understanding & approach

Score 35
(0-40)

Criteria: Similar Recent Project Experience 30%

Lake Emma
Markham Wds
SC Minor Projects

Score 27
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 92 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Parsons

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Generic approach
Emphasis on MOT

Score 25
(0-40)

Criteria: Similar Recent Project Experience 30%

All DOT

Score 15
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 70 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: RSH

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Standard approach
Good understanding

Score 30
(0-40)

Criteria: Similar Recent Project Experience 30%

DOT
ITA

Score 15
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 75 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Wilbur Smith

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Generic approach
Not much depth of understanding

Score 10
(0-40)

Criteria: Similar Recent Project Experience 30%

Sarasota County
Charlotte "
DOT

Score 20
(0-30)

Criteria: Project Team Qualifications 30%

Adequate

Score 30
(0-30)

Total Score 60 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: AB/WCG

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Appears to have researched the project & limits of construction thoroughly. Could have expanded on the utilities portion though.

Score 29
(0-40)

Criteria: Similar Recent Project Experience 30%

Good experience with road construction CEI esp. Lk Mary Blvd & Int. Parkway.

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

Team very qualified, however it is not clear who the RE will be.

Score 26
(0-30)

Total Score 80 (0-100) Ranking 5

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Did not find acknowledgement of Add #1. Did not discuss Sem. Co. utilities relocates in "Utility Coordination". Appear to have reviewed the project plans. Did not discuss utility utility relocation difficulties with respect to MOT. phasing

Score 20
(0-40)

Criteria: Similar Recent Project Experience 30%

Good project experience statewide. Limited sem. co. road construction exp.

Score 20
(0-30)

Criteria: Project Team Qualifications 30%

RE not at DRMP direct employee? Team members appear to have considerable experience

Score 25
(0-30)

Total Score 65 (0-100) Ranking 11

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: GAI

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Did not discuss Sem. Co. utilities relocations in Part I "Utilities/ Signalization."

Score 25
(0-40)

Criteria: Similar Recent Project Experience 30%

Minimal Sem. Co. roadway & utility construction exp.

Score 20
(0-30)

Criteria: Project Team Qualifications 30%

Team appears to have major roadway exp. in Florida. Unclear as to how much utilities experience.

Score 25
(0-30)

Total Score 70 (0-100) Ranking 10

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Keith & Schnars

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Very good understanding of the project. Appears to have reviewed the plans thoroughly & did discuss the Sem.Co utilities portion of the project & coordination.

Score 35
(0-40)

Criteria: Similar Recent Project Experience 30%

Good experience w/ SemCo projects w/ Sem.Co. utilities coordination. Experience with Sem.Co. utilities personnel

Score 27
(0-30)

Criteria: Project Team Qualifications 30%

Very good qualifications. Substancial roadway exp. Substancial water & sewer utilities exp.

Score 27
(0-30)

Total Score 89 (0-100) Ranking 1

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Clear understanding of the roadway portion of the project. Did not discuss the Sem. Co. utility relocations however. Also the phasing of utilities with respect to MOT phasing also not identified. Communication with Semco. Environmental not listed

Score 28
(0-40)

Criteria: Similar Recent Project Experience 30%

very good Sem Co. roadway/util relocate exp. (CR 427) Familiar w/ Sem Co. projects. Good major roadway exp.

Score 28
(0-30)

Criteria: Project Team Qualifications 30%

very good experience both in roadway and utility relocates. CR 427 exp.

Score 27
(0-30)

Total Score 83 (0-100) Ranking 4

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Sem. Co. utilities considered in proj. considerations. Good discussion on utilities issues.

Score 36
(0-40)

Criteria: Similar Recent Project Experience 30%

Very good recent SemCo. roadway and utilities relocate experience. (Dodd Rd.)

Score 26
(0-30)

Criteria: Project Team Qualifications 30%

(-) RE is out of town. Recent utility relocation experience (Dodd Rd.) Good RPR and inspectors team

Score 26
(0-30)

Total Score 88 (0-100) Ranking 2

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Reynolds Smith & Hills CS

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Did not acknowledge Add #1? No discussion of Sem. Co. utilities relocations in the project overview or utilities review section. Good review of the roadway portion

Score 26
(0-40)

Criteria: Similar Recent Project Experience 30%

Recent Sem Co and FDOT experience. Medium size projects.

Score 26
(0-30)

Criteria: Project Team Qualifications 30%

Experience on recent County projects. Good qualifications for FDOT roadway and sem Co. projects including utility relocates

Score 27
(0-30)

Total Score 79 (0-100) Ranking 6

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Parsons Brinckerhoff

QUALIFICATION COMMITTEE MEMBER: A. Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Clear understanding of the roadway construction and MOT issues. However did not discuss the Seminole County utilities relocate with respect to MOT phasing.

Score 32
(0-40)

Criteria: Similar Recent Project Experience 30%

Good experience with other similar size projects. ABC, exp. in 1991 with two Sem Co. projects, esp. Tuskawilla Rd where numerous Sem Co. utility adjustments involved.

Score 27
(0-30)

Criteria: Project Team Qualifications 30%

Team availability adequate. The proposed team appears to have had relevant utilities exp., however no Sem Co. exp. listed in resumes. REQ FE exp. in FDOT projects and for constituent companies.

Score 27
(0-30)

Total Score 86 (0-100) Ranking 3

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Wilbur Smith Assoc.

QUALIFICATION COMMITTEE MEMBER: H. Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Did not discuss detailed specifics of possible problems. Did not discuss Sem Co. utilities relocates and impacts on MOT phasing.

Score 28
(0-40)

Criteria: Similar Recent Project Experience 30%

Some experience listed. No Sem Co. roadway exp listed. Extensive DOT exp.

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

R.E. (Regional mgr.) not in Orlando office. PM/Sr. Insp. not an engineer? Diversified team not all WSA employees. Good experience on FDOT roads. Questionable utility design/construction exp.

Score 25
(0-30)

Total Score 78 (0-100) Ranking 7

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: JEA

QUALIFICATION COMMITTEE MEMBER: H. Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Did not acknowledge both addenda! Did not discuss in enough detail the impact of the Sem.Co. utility relocations and their affect on NOT phasing otherwise, relatively good understanding of the roadway portion of the project

Score 29
(0-40)

Criteria: Similar Recent Project Experience 30%

Numerous FDOT project experience. No Sem.Co. recent proj. experience listed. Utility relocations not listed in the projects' scope.

Score 22
(0-30)

Criteria: Project Team Qualifications 30%

Resident engineer listed as Kevin on the "Lake Brantley Drive" project. Project team qualified but appears to have limited experience in underground water & sewer utilities construction.

Score 24
(0-30)

Total Score 75 (0-100) Ranking 8

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: CMTS Florida

QUALIFICATION COMMITTEE MEMBER: H. Sipes

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Addendum #1 not acknowledged. Sem Co. utility relocates not addressed or discussed with respect to MUT phasing. Limited project approach description.

Score 26
(0-40)

Criteria: Similar Recent Project Experience 30%

Limited recent experience listed. No Sem Co. proj. experience listed. Appears to have good experience with County and FDOT projects based on list supplied, but the list does not give details. No projects listed provide evidence of underground utility (water & sewer) construction relocate experience

Score 20
(0-30)

Criteria: Project Team Qualifications 30%

Proj. engineer and project administrator have appropriate certifications. Also, inspectors well qualified and certified. Contract support/inspector does list some underground utility experience.

Score 26
(0-30)

Total Score 72 (0-100) Ranking 9

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: AB/WCG.

QUALIFICATION COMMITTEE MEMBER: S. KRUG

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

GOOD UNDERSTANDING OF PROJECT
POTENTIAL CONFLICTS
CRITICAL ISSUES IDENTIFIED
INNOVATIVE/COST SAVING IDEAS.
UTILITY INVESTIGATION & PRE-CONST. COORD.

Score 35
(0-40)

Criteria: Similar Recent Project Experience 30%

SEMCO. PROJECTS.

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

PREVIOUS COUNTY EXPERIENCE
CERTIFICATIONS.
SUB CONSULTANT RESIDENT?

Score 24
(0-30)

Total Score 84 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: CMTS

QUALIFICATION COMMITTEE MEMBER: S. KRUG

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

VERY GENERAL OVERVIEW OF PORTIONS OF THE PROJECT
ONLY 1 PARTIAL PAGE OF PROJECT APPROACH?

Score 20
(0-40)

Criteria: Similar Recent Project Experience 30%

SEVERAL FDOT PROJECTS, NOT SURE OF LOCATION OR OWNER OR SCOPE?

Score 15
(0-30)

Criteria: Project Team Qualifications 30%

QUALIFIED W/ CERTIFICATIONS.

Score 20
(0-30)

Total Score 55 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: S. Krug

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

PROJECT UNDERSTANDING.
POTENTIAL "CHALLENGES"
SOME CRITICAL ISSUES IDENTIFIED.

Score 30
(0-40)

Criteria: Similar Recent Project Experience 30%

EXPERIENCE ON OTHER COUNTY PROJECTS.

Score 22
(0-30)

Criteria: Project Team Qualifications 30%

SUBCONSULTANT RESIDENT?
JOINT VENTURE?

Score 22
(0-30)

Total Score 74 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: EARTH TECH

QUALIFICATION COMMITTEE MEMBER: S. KRUG

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

GOOD UNDERSTANDING OF PROJECT
CRITICAL ISSUES
UTILITY COORD.
SCHEDULING

Score 34
(0-40)

Criteria: Similar Recent Project Experience 30%

SEM CO. PROJ. EXP.

Score 26
(0-30)

Criteria: Project Team Qualifications 30%

QUALIFIED & CERTIFIED

Score 25
(0-30)

Total Score 85 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: GAI

QUALIFICATION COMMITTEE MEMBER: S. KRUG

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

GENERIC APPROACH
NO DETAIL ON PROJECT PARTICULARS.

Score 25
(0-40)

Criteria: Similar Recent Project Experience 30%

GOOD PROJECT EXPERIENCE

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

QUALIFIED/CERTIFIED STAFF

Score 25
(0-30)

Total Score 75 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: S. KRUG

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

GOOD UNDERSTANDING OF PROJECT
TIME SAVING IDEAS.
UTILITY ISSUES ADDRESSED
PROACTIVE APPROACH.

Score 36
(0-40)

Criteria: Similar Recent Project Experience 30%

STEM CO. PROJECTS

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

COUNTY EXP.
CERTIFICATIONS.

Score 25
(0-30)

Total Score 86 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: JBACES.

QUALIFICATION COMMITTEE MEMBER: S. KRUGER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

CONSTRUCTABILITY REVIEW

Score 30
(0-40)

Criteria: Similar Recent Project Experience 30%

SIMILAR W/ OTHER OWNERS.

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

SOB CONSULTANT INSPECTOR?
CERTIFICATIONS OF SENIOR STAFF?

Score 21
(0-30)

Total Score 76 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: K & S.

QUALIFICATION COMMITTEE MEMBER: S. KRUG

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

GOOD UNDERSTANDING OF PROJECT
CRITICAL ISSUES IDENTIFIED.
INNOVATIVE IDEAS.

Score 32
(0-40)

Criteria: Similar Recent Project Experience 30%

SIMILAR EXP.

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

QUALIFIED & CERTIFIED

Score 25
(0-30)

Total Score 82 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: RS&H

QUALIFICATION COMMITTEE MEMBER: S. Kruc.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

GOOD UNDERSTANDING OF PROJECT

Score 33
(0-40)

Criteria: Similar Recent Project Experience 30%

Sem Co. EXP.

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

QUALIFIED & CERTIFIED

Score 25
(0-30)

Total Score 83 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: PB

QUALIFICATION COMMITTEE MEMBER: S. KRUG

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

GOOD UNDERSTANDING OF PROJECT
PROJECT ISSUES.
UPFRONT COORDINATION.
"LOOK AHEAD" APPROACH.
24" FM?

Score 31
(0-40)

Criteria: Similar Recent Project Experience 30%

SIMILAR PROJECT EXP.

Score 25
(0-30)

Criteria: Project Team Qualifications 30%

QUALIFIED & CERTIFIED

Score 25
(0-30)

Total Score 81 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: WILBUR SMITH ASSOC.

QUALIFICATION COMMITTEE MEMBER: S. KRUG.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

VERY GENERAL APPROACH.

Score 20
(0-40)

Criteria: Similar Recent Project Experience 30%

?

Score 20
(0-30)

Criteria: Project Team Qualifications 30%

SUBCONSULTANTS?

Score 20
(0-30)

Total Score 60 (0-100) Ranking _____

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: AB/WCG

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Very detailed and well research. Covered all aspects

Score 85 (0-40) 34.0

Criteria: Similar Recent Project Experience 30%

Excellent past performance on major projects

Score 90 (0-30) 27.0

Criteria: Project Team Qualifications 30%

Very good cohesive team who worked together in past

Score 85 (0-30) 25.5

Total Score 86.5 (0-100) Ranking _____

86.5

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: CMTJ

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Marginal - Very - Very General

Score 65 (0-40) 26.0

Criteria: Similar Recent Project Experience 30%

Good (-)
Limited

Score 70 (0-30) 21.0

Criteria: Project Team Qualifications 30%

Small staff Good (-)

Score 70 (0-30) 21.0

Total Score 68.0 (0-100) Ranking _____

68.0

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: DRMP

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good. Specifics in some areas

Score 76
(0-40)

30.4

Criteria: Similar Recent Project Experience 30%

Good in Co. projects

Score 75
(0-30)

22.5

Criteria: Project Team Qualifications 30%

Good

Score 75
(0-30)

22.5

Total Score 75.4 (0-100) Ranking _____

75.4

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good

Score 75 (0-40) 30.0

Criteria: Similar Recent Project Experience 30%

Very good on County project

Score 80 (0-30) 24.0

Criteria: Project Team Qualifications 30%

Good (+) - Cohesive staff

Score 77 (0-30) 23.1

Total Score 77.1 (0-100) Ranking _____

77.1

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: GAI

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Very General

Score 70 (0-40) 28.0

Criteria: Similar Recent Project Experience 30%

Good

Score 75 (0-30) 22.5

Criteria: Project Team Qualifications 30%

Good

Score 75 (0-30) 22.5

Total Score 73.0 (0-100) Ranking _____

73.0

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good - Some detail on water and MOT

Score 77 (0-40) 30.8

Criteria: Similar Recent Project Experience 30%

Good

Score 75 (0-30) 22.5

Criteria: Project Team Qualifications 30%

Good

Score 75 (0-30) 22.5

Total Score 75.8 (0-100) Ranking _____

75.8

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: JEA

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good - Covered most areas in general

Score 75 (0-40) 30.0

Criteria: Similar Recent Project Experience 30%

Good

Score 75 (0-30) 22.5

Criteria: Project Team Qualifications 30%

Good (-2) - Fairly new in area

Score 73 (0-30) 21.9

Total Score 74.4 (0-100) Ranking _____

74.4

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: K & S

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good (+) - Good specific with details - structural

Score 78 (0-40) 31.2

Criteria: Similar Recent Project Experience 30%

Very good on County Projects

Score 80 (0-30) 24.0

Criteria: Project Team Qualifications 30%

Good (+) . Cohesive team

Score 78 (0-30) 23.4

Total Score 78.6 (0-100) Ranking _____

78.6

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: PB

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good (+). Covered many area with specifics

Score 79 (0-40) 31.6

Criteria: Similar Recent Project Experience 30%

Good

Score 75 (0-30) 22.5

Criteria: Project Team Qualifications 30%

Good

Score 75 (0-30) 22.5

Total Score 76.6 (0-100) Ranking _____

76.6

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: RSH

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Good Some Specific

Score 76 (0-40) 30.4

Criteria: Similar Recent Project Experience 30%

Good (+) on past County Work

Score 76 (0-30) 22.8

Criteria: Project Team Qualifications 30%

Good

Score 75 (0-30) 22.5

Total Score 75.7 (0-100) Ranking _____

75.7

PS-5167-04/AJR – CEI Services for Lake Drive

SUBMITTAL COMPANY NAME: WS

QUALIFICATION COMMITTEE MEMBER: JM

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Project/ Understanding of the Project 40%

Very general

Score 70 (0-40) 28.0

Criteria: Similar Recent Project Experience 30%

Good (-) - but very detailed

Score 72 (0-30) 21.6

Criteria: Project Team Qualifications 30%

Good (-)

Score 72 (0-30) 21.6

Total Score 71.2 (0-100) Ranking _____

71.2

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: AB/WCG

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work Very good PIP Drainage issues at west end and also access issues (5L section?) Sheet Piling issues (Steel vs. Concrete). Gophers at Bird Rd. Access @ Parc du Lac. Utility issues (Very good detail) Very good. Covered all significant issues	80 48	(60%)
Similar Project Experience Have done CEI for N. Int. Pkwy and ELM Ext. (17-92 to Did very good job	82 16.4	(20%)
Qualifications of the Project Team Very Good solid team that has operated together over several years	82 16.4	(20%)

Comments and Notes: Very good on significant issues access, drainage, and public involvement

Rater's name: Jerry McCollum Signature: [signature]

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

80.8

Q_1 Drainage Inlet / Easement – Minimize volume

Q_2 Tortoise – Not big issue

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: Earth Tech

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	78	(60%)
Need to have Power moved quickly. Good overview of utilities. Covered all aspects (little general in nature) Use new ADA standards Good covered all issues in general terms. Water main ARV's	46.8	
Similar Project Experience	80	(20%)
Have worked for Co. for 13 years (8 yrs.). Have done very good job	16.0	
Qualifications of the Project Team	80	(20%)
Have same team that has been used on several projects	16.0	

Comments and Notes: Good job. Little general on specifics but covered all in general

Rater's name: Jerry McCollum Signature: [signature]

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

78.8

Q1 Use Steel Piles
Q Most imp. aspect - MTO

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: HDR CCC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	78	(60%)
Plans review: (1) Envi. Issues - Coord. with Centex wetlands & Elev. water @ sheet piles (2) Utility Coordination - Wastewater utility (3) Access in general. Concern on Power relocates Good(+) overall review (General in some areas)	46.8	
Similar Project Experience	75	(20%)
Currently doing Dold Rd. CEI for Sem. Co. Done good job	15.0	
Qualifications of the Project Team	75	(20%)
Use same staff that is on Dold Rd in Seminole Co. Added bridging to team. Good team	15.0	

Comments and Notes: Good team covered most issues in general manner. Not much on public involvement Rec. early clearing/grubbing

Rater's name: Jerry McCollum Signature: [illegible]

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

76.8

Q1 Access plans / or MOT issues
Q2 Contract Time - Steel / Pipe / Concrete

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: Keith & Schnars

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work Very detailed Excess (Surveyed) by Centex - Need extra coordination, Need to review Utilities because based on 90% submittal Public Inv. MTO (Key issues). Plan review issues Mission Statement Very good	82	(60%)
	49.2	
Similar Project Experience	82	(20%)
Have done several projects in County for Seminole Co and have done very good job Very good at Public Involvement	16.4	
Qualifications of the Project Team	82	(20%)
Have team that has worked together on several County projects	16.4	

Comments and Notes: Very good, Covered all issues. Good details

Rater's name: Jerry McCollum Signature: [signature]

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

82.0

Q Most imp. aspect - 24" Line

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: AB/WCG

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	85	(60%)
CONC. SHEET PILE WALL VS STEEL? BID ETHICS/PR.		
REVIEW OF DESIGN "PROBLEMS"		
REVIEW OF ISSUES.		
POTENTIAL ENV. IMPACTS.		
UTILITY RELOC.: 24" SSNOCWTA LINE.		
Similar Project Experience	85	(20%)
GOOD EXPERIENCE ON SEMCO. PROJECTS.		
Qualifications of the Project Team	85	(20%)
GOOD CANVASING OF BUSINESSES.		
RECOMMEND PRE-EXISTING ANALYSIS		
OF SURROUNDING STRUCTURES PRIOR		
TO CONST.		
- MOT NOT MUCH BIG CONCERN		
	85	

Comments and Notes:

Rater's name: S. KRUG Signature: [signature]

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: Earth Tech

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	86	(60%)
GOOD UNDERSTANDING OF ALL PARTICIPANTS. MOT INTERESTED. SUPPORT, QUALITY REVIEW. DOCUMENT TOS, PROJECT ADMIN. PROJECT WEB SITE? OWNER FURNISHED MATL'S.? MAST ARMS/CONC. SHT PILES		
Similar Project Experience	86	(20%)
SEVERAL COUNTY PROJECTS.		
Qualifications of the Project Team	86	(20%)
SIMILAR EXPERIENCE ON COUNTY PROJECTS.		

Comments and Notes:

Rater's name: S. KRUG

Signature: (S)

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: HDR CCC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	88	(60%)
SWPPP, WETLANDS, SHEET PILE WALL ISSUES.		
UTILITIES: AWARE OF ISSUES:		
CENTER COORD. MOT: ACCESS & BUSINESSES/CHURCHES		
"PROBLEM PREVENTION"		
-PUBLIC AWARENESS → SALLY → SHEET WALL.		
Similar Project Experience	88	(20%)
PREVIOUS COUNTY PROJECT EXP.		
Qualifications of the Project Team	88	(20%)
STAFF FROM DOOBO. - QUALIFIED.		
FDOT QUALIFICATIONS MAINTAINED.		
- INNOVATIVE IDEAS: PRE-CLEARING PROJECT? hydraulic connection suspension?		
TO ALLOW UTILITY RELOCATE. PHASING		

Comments and Notes:

Rater's name: S. KRUG

Signature: (4)

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: Keith & Schnars

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	87	(60%)
-CENTEX EARTHWORK COORD., SWPPP		
-UTILITIES:		
-PUBLIC INVOLVEMENT & NOT		
EXPERIENCE W/ SHEET PILE WALL		
SSNOCWTA FM CONFLICT?		
Similar Project Experience	87	(20%)
PREVIOUS COUNTY PROJECT EXP.		
Qualifications of the Project Team	87	(20%)
WEB SITE FOR INFO.		

Comments and Notes:

Rater's name: S. KRUG. Signature: [signature]

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: Keith & Schnars (1)

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	95	(60%)
Discussed potential problems - environmental, utilities, Centex Dev.	5 30	57
Sent survey team to investigate possible elevation changes		
Construction conflicts w/ Centex - will attend Centex mtgs. - met w/ Centex		
Hold weekly coordination meetings - citizen concern response - Web Site Dev.		
Outstanding		
Similar Project Experience	91	(20%)
Little Weking Erosion Control - Bear Lake Rd Curve Imp	18.2	
Mauldin Woods / Douglass Ave Realign		
FDOT Projects		
Seems to be very experienced team - worked together on numerous projects		
Excellent		
Qualifications of the Project Team	95	(20%)
Project awards from FDOT for the proposed team	18.0	
R.E has contractor experience		
Senior inspector is a licensed surveyor.		
Utility inspector - (part time) has o/h line maintenance exp.	94.2	
Excellent		

Comments and Notes:

Rater's name: Hugh P. Sipes

Signature: Hugh P. 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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

(2)

Name of the Firm: HDR CCC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	94	(60%) 56.4
Environmental permitting issues - SWPPP Contractor coordination		
Erosion control during driving sheet piles		
Utilities - separate coordination meetings proposed		
Protection of SJWCWTP 24" FM protection - Resident/business owner contact		
Excellent to Outstanding		
Similar Project Experience	92	(20%) 18.4
Dodd Road - Sem Co project - very well managed project		
Good - Excellent		
Qualifications of the Project Team	92	(20%) 18.4
Key Staff - Dean Hilbourne (Dean familiar w/ local utilities)		
Some Team on Dodd Rd.		
Continuum FDOT training		
Sr Project Engr - L. Sellers		
Very Good - Excellent		
		93.2

Comments and Notes: Very good presentation discussing potential problems & key areas of construction.

Rater's name: Hugh P. Sipes

Signature: [signature]

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

(3)

Name of the Firm: Earth Tech

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	93	(60%)
Utilities - jump on power company early to avoid delays	35.8	
WTS utilities - 3 entities -		
Maintain business access - Public awareness important - MOT		
Permitting issues - wetlands etc. RMP's - water main ARV issue		
Documentation important Outstanding to excellent		
Similar Project Experience	93	(20%)
Red Bug Rd - CR427 - Show Hill Rd - CR419 to name a few Semco projects	18.6	
Good		
Qualifications of the Project Team	92	(20%)
Brian Seales RPR - did CR427 projects. 16 yrs 8 Semco projects	18.4	
Ed Koroshetz - 30 yrs +		
Excellent to good		
	92.8	

Comments and Notes: Familiar w/ the utilities & the three public utilities

Rater's name: Hugh P. Sipes Signature: [signature]

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: AB/WCG (4)

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	92	(60%)
Good visual aids to help in presentation (Aerials). Excellent preliminary research of project. Good suggestions for mitigating design issues. Discussed power, cable, SSNOCWTA utilities - Cascade Berry & Sem Co WM's. - No MOT issues - Not much discussion on Sem Co utilities kind of got off the subject discussing guns	55.2	~~18.4~~
Similar Project Experience	85	(20%)
Previous Sem Co experience - no discussion by presenter Good to very good. No discussion on utility relocates.	17.0	
Qualifications of the Project Team	85	(20%)
Very qualified - no discussion by presenter Good to very good	17.0	
	89.2	

Comments and Notes:

Rater's name: Hugh Sipes

Signature: Hugh R. 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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: Keith & Schnars

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	90	(60%)
Recognition of wetland mitigation issues, force main, driveways	54	
Survey work to check elevations vs plan "blistering" plan review		
Good approach to Centex issues Public involvement/MOT (website)		
30/60/90 QA audit		
Similar Project Experience	90	(20%)
Sheet pile experience in Melbourne	18	
SC - Erosion control, minor road, drainage, sidewalk		
- Markham/Douglas, 3-lane		
~~[illegible]~~ FDOT - SR 520, Group 33		
Qualifications of the Project Team	90	(20%)
Long term experience	18	
SJRWMD relationship		
Special utility inspector for 24" F.M.		
	90	

Comments and Notes:
JM - single issue: 24" F.M. (Pete) / 90% review issue

Rater's name: Gary Johnson Signature: [signature]

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: Earth Tech

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	90	(60%)
Phasing similar to Howell Branch - also Lochrane designed Utilities - power early, others follow (slow on 427), good understanding MOT - comes important to staged construction Environmental - wetlands Quality - pre-construction review Good details - x-section templates Documentation good	54	
Similar Project Experience	90	(20%)
8 SC projects - mostly road, bridge 1 one utility	18	
Qualifications of the Project Team	80	(20%)
Same core team as 427 Q/A - Tampa 13 yrs SC - Brian Seales - worked on all SC projects	16	
	88	

Comments and Notes: JM - steel vs conc piles? - good answer
- single issue ? - MOT (good)

Rater's name: Gary Johnson Signature: [signature]

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

2

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: HDR CCC

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work Good suggestions on cont. staging	90	(60%)
Similar issues to Dodd Rd - same utilities Proactive communication w/ citizens	54	
L.S.+ Env. permits - City of Casselberry already working, w/permits, may need to separate issues (wetlands along alignment)		
Sheet piles - concerns about water level/backfill		
aerials a concern Utilities - significant coordination issues, SNOCCWTR force main - potential for additional JPA utility work		
Similar Project Experience ← Centex plans MOT - business access, dirt roads, driveways	80	(20%)
Dodd Rd - current project	16	
Done a lot of this type project in Central FL		
Chuluota Bypass - Larry S. (with another firm)		
Qualifications of the Project Team	80	(20%)
Same as Dodd Rd staff - more available next year (Polk Cty/FDOT/I-4)	16	
20-30 yrs exp. (each), in Const. - public/private		
FDOT training kept current		
	86	3

Comments and Notes: No maps, charts, or visuals
TM - Standout access issues. Centex, Ph. 2 S.S. overhead power (selected clearing)

Rater's name: Gary Johnson Signature: W. Gary John

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

INTERVIEW RATING FORM

Date: November 5, 2004

Interview for (work): CEI Services for Lake Drive Phase 1 & 2

Name of the Firm: AB/WCG

QUALIFICATIONS FACTORS	Points (0-100)	Weights
Proposed Approach to performing the work	90	(60%)
Cost estimate prior to bids, not FDOT prices (concrete/steel - material subs)	54	
Drainage issue @ retaining wall - good investigation Left turn access issues		
Sheet pile wall @ Clear Lake - offer steel alternative to concrete		
Gopher tortoise colony @ Bird Rd. Utility relocations extensive, incl.		
Canvassed businesses / Precast structure assessment / Sem. Co., Casselberry		
Similar Project Experience	0	(20%)
Not addressed		
Qualifications of the Project Team	0	(20%)
Not addressed		
	54	

Comments and Notes:

Rater's name: Gary Johnson Signature: [signature]

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

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT
(PS-5167-04/AJR)
LAKE DRIVE - PHASES I AND II

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **KEITH & SCHNARS, P.A.**, duly authorized to conduct business in the State of Florida, whose address is 6500 N. Andrews Avenue, Ft. Lauderdale, Florida 33309, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide construction engineering and inspection services for Lake Drive, Phases I and II 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 construction engineering and inspection 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 thirty (30) days after final construction of the Lake Drive, Phases I and II projects. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time

schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONSULTANT, including reimbursable expenses, shall not exceed the amount budgeted by the COUNTY for this project.

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

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

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

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

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual

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

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

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Engineering Department
520 W. Lake Mary Blvd, Suite 200
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

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

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

with applicable law for any and all damages to the COUNTY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either 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, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

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 (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County 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 ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

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

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

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

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter

119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

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

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

FOR COUNTY:

Engineering Department
520 W. Lake Mary Blvd, Suite 200
Sanford, Florida 32773

FOR CONSULTANT:

Keith & Schnars, P.A.
6500 N. Andrews Ave.
Ft. Lauderdale, Florida 33309

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.

KEITH & SCHNARS, P.A.

_____ By: _____
MARK MOSHIER, Vice-President TANZER H. KALAYCI, President

[CORPORATE SEAL] Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____ By: _____
MARYANNE MORSE , Chairman
Clerk to the Board of
County Commissioners of Date: _____
Seminole County, Florida.

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
11/17/04
ps-5167

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

EXHIBIT "A"

CE&I SCOPE OF SERVICES

GENERAL

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

SURVEY CONTROL

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

TESTING

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

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

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:
(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide interpretations of the plans, specifications and contract provisions of a minor nature (Any other major interpretations that affect the integrity of the construction plans, specifications, and contract revisions, shall first be directed to the Design Consultant for their interpretations and recommendatios); (4) to make recommendations to the COUNTY to resolve disputes which arise in relation to the construction contract; and

(5) to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall also perform any other construction engineering services normally or customarily assigned to a Resident Engineer that are required to fulfill its responsibilities under this Agreement. Construction engineering services for this project shall include, but are not necessarily limited to, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSONNEL

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

STAFFING

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

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

PHOTOGRAPHS

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

OTHER SERVICES

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

(1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

(2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.

(3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).

(4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.

(5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.

(6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

EXHIBIT "B"

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds

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

Work Order Amount: _____DOLLARS ($_____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

_____
(Company Name)

By: _____
, President

Date: _____

--------- ********** --------- ********** --------- ********** --------- ********** ---------

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

_____
(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole County Administrative Code

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

EXHIBIT C

RATE SCHEDULE

EXHIBIT (I)

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 Statues (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)