MISCELLANEOUS CONTRACTS

43. Approve Procurement M-462-04/DRS and authorize the issuance of a Miscellaneous Agreement for Emergency Engineering Services for the Orange Blvd Bridge at Lockhart-Smith Canal, to CDM, Inc. of Maitland. (Estimated Cost: $119,618.00)

As a result of the two recent hurricanes (Charley and Frances), the bridge at Orange Blvd, has suffered substantial damage. Emergency temporary repairs made to the bridge have failed and the bridge is currently closed due to its potential collapse.

M-462-04/DRS will provide for emergency engineering services required for the development and analysis of corrective alternatives, the development of construction plans and specifications and permitting.

This agreement should take effect upon execution by the parties and shall remain in effect for one (1) year after the construction phase of the Orange Blvd Bridge.

Funds are available in account number 077600-560680, CIP #2323-01. Public Works/Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board award the contract and authorize the Chairman to execute the Miscellaneous Agreement as prepared by the County Attorney's Office.

ENGINEERING SERVICES AGREEMENT (M-462-04/DRS)
EMERGENCY SERVICES - ORANGE BOULEVARD BRIDGE AT LOCKHART-SMITH CANAL

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **CAMP DRESSER & MCKEE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751, hereinafter called the "ENGINEER" 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 engineer to provide emergency engineering services regarding the Orange Boulevard Bridge at Lockhart-Smith Canal in Seminole County; and

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

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

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

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

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

and shall be completed one (1) year after completion of the construction phase of the project.

SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate ENGINEER for the professional services called for under this Agreement a fixed fee in the amount of ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED EIGHTEEN AND NO/100 DOLLARS ($119,618.00). ENGINEER shall perform all work required by the Scope of Services but, in no event, shall ENGINEER be paid more than the negotiated Fixed Fee amount stated above.

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

SECTION 4. BILLING AND PAYMENT.

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

(1) The name and address of the ENGINEER;

(2) Contract Number;

(3) A complete and accurate record of services performed by the ENGINEER for all services performed by the ENGINEER during that month and for which the COUNTY is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

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

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

SECTION 5. AUDIT OF RECORDS.

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

(b) The ENGINEER 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 ENGINEER's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this

Section reveals any overpayment by COUNTY under the terms of the Agreement, ENGINEER shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF ENGINEER.

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

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

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

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

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the ENGINEER, terminate this Agreement, in whole or in part, at any time, either for the

COUNTY'S convenience or because of the failure of the ENGINEER to fulfill ENGINEER'S Agreement obligations. Upon receipt of such notice, the ENGINEER shall:

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

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ENGINEER shall be paid compensation for services performed to the date of termination. ENGINEER shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the ENGINEER to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the ENGINEER shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The ENGINEER shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the ENGINEER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the ENGINEER.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the ENGINEER had not so

failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. ENGINEER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. ENGINEER warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that ENGINEER has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event ENGINEER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, ENGINEER must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, ENGINEER shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. The ENGINEER agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the ENGINEER, whether caused by the ENGINEER or otherwise.

SECTION 15. INSURANCE.

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

(1) The ENGINEER 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 ENGINEER, the ENGINEER 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 ENGINEER 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 ENGINEER shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by ENGINEER shall relieve the ENGINEER of the ENGINEER'S full responsibility for performance of any obligation including ENGINEER'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of

Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the ENGINEER shall, as soon as the ENGINEER 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 ENGINEER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the ENGINEER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the ENGINEER, the ENGINEER shall, at the ENGINEER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the ENGINEER 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) ENGINEER'S insurance shall cover the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER'S insurance shall cover the ENGINEER 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 ENGINEER (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	$500,000.00
Each Occurrence Limit	$500,000.00

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

(d) Coverage. The insurance provided by ENGINEER 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 ENGINEER.

(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 ENGINEER, its employees or agents of

liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. 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 and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) ENGINEER 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 ENGINEER 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 17. REPRESENTATIVE OF COUNTY AND ENGINEER.

(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 ENGINEER, shall designate in writing and shall advise

ENGINEER in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the ENGINEER including its officers, employees, and agents, the agent, representative, or employee of the

COUNTY for any purpose, or in any manner, whatsoever. The ENGINEER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by the ENGINEER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

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

SECTION 23. PUBLIC RECORDS LAW. ENGINEER acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. ENGINEER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

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

FOR ENGINEER:

Camp Dresser & McKee, Inc.
2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

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

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the ENGINEER 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 ENGINEER.

SECTION 27. CONFLICT OF INTEREST.

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

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

this Agreement.

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

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

CAMP DRESSER & MCKEE, INC.

By: _____
CHARLES J. VOSS, P.E., President

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
, Chairman

Date: _____

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

AC/lpk
11/23/04
M-462

Attachment:
Exhibit "A" - Scope of Services

EXHIBIT A

SEMINOLE COUNTY
EMERGENCY ENGINEERING SERVICES
ORANGE BLVD. BRIDGE AT LOCKHART-SMITH CANAL
CAMP DRESSER & McKEE INC.
WORK ORDER

SEPTEMBER 2004

I. INTRODUCTION

As a result of the flooding within Seminole County from Hurricanes Charley and Frances, the Seminole County Roadway Operations and Stormwater Division of the Public Works Department (the COUNTY) requested a scope of services from Camp Dresser & McKee Inc. (the ENGINEER) for emergency engineering services associated with stabilization of the Orange Boulevard Bridge which was damaged as a result of these hurricanes and has created a safety hazard.

II. SCOPE OF SERVICES

The ENGINEER shall supply the necessary personnel, essential equipment, and facilities to accomplish COUNTY requested emergency response engineering services. The ENGINEER'S Scope of Services for this authorization includes:

Task 1 – Safety Hazard Evaluation
The ENGINEER will review the geotechnical data collected by Ardaman & Associates, Inc. (AAI) and conduct a follow-up site visit with COUNTY staff to determine the advantages and disadvantages of three (3) corrective measures for the failing bridge abutments as part of a safety hazard evaluation. The emergency corrective measured to be considered by the ENGINEER include:

- Option 1 - Installation of Cantilever Sheet Piles;
- Option 2 - Shallow Foundation Design and Wingwall Structure Repair; and,
- Option 3 - Complete Bridge Replacement with a Concrete Box Culvert.

Following the site visit, the ENGINEER will meet with COUNTY representatives to discuss the advantages and disadvantages of each corrective measure considered under this task including the conceptual cost of each alternative. At the conclusion of the meeting, the COUNTY will direct the ENGINEER to complete the design of the COUNTY approved emergency response measure necessary for the safety of the public.

Task 2 – Survey
Supplemental survey data, beyond available survey for the Lockhart-Smith Canal Improvements projects, is needed to support final design of the proposed drainage improvements. The ENGINEER will contract with a professional land surveyor to obtain design level survey under and around the existing bridge structure. The ENGINEER will rely

on the new data collected and provided to the ENGINEER by AAI for all geotechnical analysis. Survey will be collected to provide necessary horizontal and vertical control within the project area to be used as a basis for design. The survey will also identify existing utilities, property lines, and limits of new easements and rights-of-way.

Task 3 – Final Design Drawings

Once task 1 has been approved by the COUNTY, the ENGINEER will proceed with the final design. Option 1 and Option 2 will be prepared as a stand alone construction documents, as follows:

The ENGINEER will prepare final design drawings with sufficient detail to allow construction of the emergency response corrective measures. The design effort will include submittal milestones corresponding to 60 percent, 90 percent, and 100 percent complete. The ENGINEER will submit five (5) copies of 11-inch x 17-inch (half sizes) FDOT format at each scheduled design milestone for COUNTY review. The COUNTY's review comments will be incorporated into the final construction documents (plans and specifications) as mutually agreed upon. The ENGINEER will furnish one reproducible set of final (22-inch x 34-inch) construction documents to the COUNTY prior to bid advertisement. The design drawings are anticipated to include the sheets listed in **Table 1**.

Table 1
Approximate Design Sheets

SHEET DESCRIPTION	NUMBER OF SHEETS
Cover	1
General Notes	1
Horizontal and Vertical Control	1
Sequence and Demolition Plan	1
Typical Section (Road Reconstruction)	1
Civil and Structural Plans	2
Structural Details	2
Drainage Details	1
TOTAL	10

The ENGINEER will develop an engineer's opinion of probable cost for construction for each of the 60 percent, 90 percent, and 100 percent complete design submittals. The ENGINEER will coordinate with appropriate utility companies with the project area to confirm existing utility locations and relocations, if necessary. The ENGINEER will provide up to two submittals (60% and 90%) of design plans to the affected utilities. Utility adjustments (if any) are not included as part of this scope. The ENGINEER shall assist the COUNTY in preparing bid documents. Construction specifications shall refer to FDOT specifications. The ENGINEER shall only be required to prepare Special Provisions or Technical Specifications for items not covered by FDOT specifications to be incorporated to the COUNTY's front end contract documents.

Option 3 will be prepared as part of the existing Lockhart-Smith Canal Improvements Construction Plans (May 2004). As part of this work effort, the ENGINEER will modify the final construction plan set and adjust the drawings, as described in **Table 2**:

Table 2
Adjusted Design Sheets

SHEET DESCRIPTION	NUMBER OF SHEETS	WORK EFFORT
Cover	1	Adjust
General Notes	1	Adjust
Typical Section	2	One New
Summary of Pay Items	1	Adjust
Key Map	1	
Horizontal and Vertical Control	3	Adjust
Sequence and Demolition Plan	1	New
Plan and Profile	8	One New
Cross Section	2	Adjust
Drainage Structures	2	One New
Pedestrian Bridge (Alternate 1 and 2)	2	
Erosion Control	4	Adjust
Drainage Details	3	One New
Miscellaneous Details	2	One New
TOTAL	33	5 New Sheets

The ENGINEER will develop an engineer's opinion of probable cost for construction for 100 percent complete design submittal. The ENGINEER will coordinate with appropriate utility companies with the project area to confirm existing utility locations and relocations, if necessary. The ENGINEER will provide one 100 percent DRAFT submittal (11-inch X 17-inch) of design plans to the COUNTY and affected utilities. Utility adjustments (if any) are not included as part of this scope. The ENGINEER shall assist the COUNTY in preparing bid documents. Construction specifications shall refer to FDOT specifications. The ENGINEER shall only be required to prepare Special Provisions or Technical Specifications for items not covered by FDOT specifications to be incorporated to the COUNTY's front end contract documents.

Task 4 – Permit Assistance

The ENGINEER will attend two meetings with the St. Johns River Water Management District (SJRWMD) to discuss project and confirm permitting requirements. For planning purposes, it is anticipated that Option 1 and 2 may not required a permit and could be constructed as an emergency maintenance. Option 3; however; may required a modification of the existing Individual Environmental Resource Permit (Permit # 4-117-22478-3). This Permit will expire on September 11, 2006. The expiration date will be extended if a modification is requested. The ENGINEER will prepare a letter of modification (Letter Mod.). The Letter Mod.will include the revised construction plans, geotechnical report (if requested), and applicable drainage calculations (revised ICPR model). The ENGINEER will respond to one request for additional information (RAI). The COUNTY will be responsible for permit review fees (if applicable).

Task 5 – Limited Construction Services

The COUNTY will be responsible for the general administration of the construction contract. The COUNTY will provide all resident inspection and provide construction administration

during construction. The ENGINEER shall have no responsibility or authority over the construction contractor's means, methods or techniques of construction, nor for construction site safety or safety programs incident to the construction contractor's work. Three site visits are included for budgeting purposes.

The COUNTY will prepare record or "As-built" drawings as required for submittal to the SJRWMD. The ENGINEER will provide the COUNTY a Project Certification letter based on the "As-built" drawings provided by the COUNTY indicating that the project has been completed according to plans. The ENGINEER's limited construction management responsibilities will include those services generally described below, as follows:

- Prepare one addendum to clarify bidders questions during the bidding period. Bid tabulation will be performed by the COUNTY.
- Attend a pre-construction conference with the COUNTY's Construction Manager present.
- The ENGINEER will conduct three site visits to confirm that the work is being performed according to the Contract Documents, and will make recommendations regarding resolution of issues that may arise during the course of the project related to the construction documents.
- Respond to contractor Requests For Information (RFIs). Up to five RFIs are budgeted for this project.
- The ENGINEER will review the shop drawing submittals for compliance with the requirements of the Contract Documents. Ten (10) shop drawings are budgeted for this project. Re-submittals of rejected shop drawings will be counted within the ten shop-drawing budget for this task.

Task 6 – Meetings and Coordination
The ENGINEER will attend up to six (6) total meetings with the COUNTY and the SJRWMD. These meetings will include a kick-off meeting, up to three (3) design review meetings (60%, 90%, and 100%), a pre-construction coordination meeting and a pre-application meeting (SJRWMD). The ENGINEER will provide necessary project management services on this project to invoice, staff, ensure quality management, and maintain schedule.

III. DELIVERABLES

The ENGINEER will provide the COUNTY with the following deliverables as part of this Work Authorization:

1) Five (5) sets of 11-inch by 17-inch design plans at each milestone submittal (60/90/100);
2) One reproducible set of final (22-inch x 34-inch) construction documents;
3) Digital copy on CD of the 100% construction plans (AutoCAD format);
4) One copy of the Letter Mod. and RAI submittal.

IV. SCHEDULES AND TIME CONSTRAINTS

Within one month after the Notice to Proceed, the ENGINEER shall provide a project schedule. The total time for completing the ENGINEER's design services required under this Work Order is ten (10) months from the date of the Notice to Proceed.

V. COSTS

The associated fees for completion of the Consulting Engineering Services will be a "Time Based Method" following the rate schedule attached as **Table 3**.

Table 3
Seminole County, Florida
Orange Boulevard Emergency Bridge Repair
Cost Buildup
September 2004

Task No.	Description	Principal in-charge $186 Hrs	Prj. Mgr. $145 Hrs	Senior Prof. $115 Hrs	Project Eng. $89 Hrs	Staff Eng. $78 Hrs	Drafter $53 Hrs	Clerical $61 Hrs	Activity Total Hrs	Total Labor $	ODCs $	OPs $
1	Safety Hazard Evaluation	4	16	16	24	8	0	8	76	$ 8,152	$ 100	$ -
2	Supplemental Survey	1	4	0	12	0	0	2	19	$ 1,956	$ 100	$ 15,000
3	Final Design	8	80	24	160	80	200	40	592	$ 49,368	$ 4,000	$ -
4	Permit Assistance	8	12	50	20	20	0	40	150	$ 14,758	$ 1,500	$ -
5	Limited Construction Services	0	40	48	8	0	0	16	112	$ 13,008	$ 300	$ -
6	Meetings & Coordination	8	32	24	12	0	0	20	96	$ 11,176	$ 200	$ -
Project Totals		29	184	162	236	108	200	126	1,045	98,418	6,200	15,000

Project Totals	
Labor Cost	$ 98,418
Other Direct Cost	$ 6,200
Outside Prof. Cost	$ 15,000
Total Cost	$ 119,618