
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Request for Proposals: RFP-3261-08/RTB - General Consulting Services for Planning and Development

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Award RFP-3261-08/RTB - General Consulting Services for Planning and Development to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida, for the Estimated Annual Usage Amount of \$250,000.00.

County-wide

Ray Hooper

BACKGROUND:

RFP-3261-08/RTB - General Consulting Services for Planning and Development will provide expertise and technical skills on an as needed basis to assist Seminole County staff in the implementation of the County's Comprehensive Plan as it relates to General Consulting Services for Planning and Development, and the fulfillment of the comprehensive and transportation planning work program activities.

The Project was publicly advertised and the County received eighteen (18) responses of which two (2) were determined to be non-responsive. The Evaluation Committee, consisting of Amy Raub, Outreach Coordinator, Leisure Services/Natural Lands; Alison Stettner, Planning Manager; Dick Boyer, Senior Planner; and Larry Poliner, Development Review Manager, all from the Planning and Development Department, evaluated the responses. The sixteen (16) respondents were evaluated on:

- Qualifications and Experience
- Approach to Work
- Location
- Cost

The Evaluation Committee recommends award of Master Agreements to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida.

Under these Master Agreements, the County will provide a combined Estimated Annual Usage Amount of \$250,000.00, and the term includes a three (3) year base period with a County option of two (2) one-year each renewals. The attached backup documentation includes the Tabulation Sheet, and the Evaluation Summary & Scoring Sheets.

Authorization for the performance of services by Consultants under these Master Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultants. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project, and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-3261-08/RTB - General Consulting Services for Planning and Development to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida, for the Estimated Annual Usage Amount of \$250,000.00.

ATTACHMENTS:

1. RFP-3261-08/RTB Agenda Item Backup Documentation
2. Award Agreement RFP-3261-08/RTB (GMB)
3. Award Agreement RFP-3261-08/RTB (MSCW)
4. Award Agreement RFP-3261-08/RTB (HNTB)
5. Award Agreement RFP-3261-08/RTB (Kimley Horn)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

RFP NUMBER: RFP-3261-08/RTB

RFP TITLE: General Consulting Planning and
Development

DUE DATE: July 23, 2008, 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. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Burgess & Niple, Inc. 1800 Pembroke Drive, Suite 265 Orlando, FL 32810 Scott D. Perfater, PE Ph: (407) 401-8527 ext 2510 Fax: 407-660-4994	Calvin, Giordano & Associates 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 Shelley Eichner, AICP Ph: 954-921-7781 Fax: 954-921-8807	Canin Associates 500 Delaney Avenue, Suite 404 Orlando, FL 32801 Ken VanDerveer, Principal Ph: 407-422-4040 Fax: 407-425-7427	CPH Engineers, Inc. NON-RESPONSIVE 500 West Fulton Street Sanford, FL 32771 Reference Form Not Included Larry Wray, P.E. Ph: 407-322-6841 Fax: 407-330-0639
RESPONSE -5-	RESPONSE -6-	RESPONSE -7-	RESPONSE -8-
Florida Land Design, Inc. 225 S. Westmonte Drive, Ste 211 Altamonte Springs, FL 32714 Williams T. Buckley, RLA, CBC Ph: 407-389-1811 Fax: 407-389-1811	GAI Consultants, Inc. 301 E. Pine Street, Suite 1020 Orlando, FL 32801 Richard A Cima, P.E. Ph: 407-423-8398 Fax: 407-843-1070	Glatting Jackson Kercher Anglin, Inc. 120 North Orange Avenue Orlando, FL 32801 Sharon K Lamantia Ph: 407-843-6552 Fax: 407-839-1789	GMB Engineers & Planners, Inc. 2602 E Livingston Street Orlando, FL 32803 Babuji Ambikapathy, P.E., AICP Ph: 407-898-5424 Fax: 407-898-5425
RESPONSE -9-	RESPONSE -10-	RESPONSE -11-	RESPONSE -12-
HCI PO Box 149921 Orlando, FL 32814 Kathy Hattaway, President Ph: 407-622-7500 Fax: 6407-622-7501	HNTB, Corporation 300 Primera Blvd., Suite 300 Lake Mary, FL 32746 Luis E. Diaz, P.E. Ph: 407-805-0355 Fax: 407-805-0227	Ivey Planning Group, LLC 1349 S. International Pkwy, Suite 2441 Lake Mary, FL 32746 Joel, A Ivey Ph: 407-660-8881 Fax: 407-660-8886	Keith and Schnars, P.A. 6500 North Andrews Avenue Ft. Lauderdale, FL 33309 Michael L. Davis, Vice President Ph: 954-776-1616 Fax: 954-771-7690

RESPONSE -13-	RESPONSE -14-	RESPONSE -15-	RESPONSE -16-
Kimley-Horn and Associates, Inc. 3660 Maguire Blvd., Suite 200 Orlando, FL 32803 Jay Jackson, P.E. Ph: 407-898-1511 Fax: 407-894-4791	Land Design Innovations, Inc. 140 N. Orlando Avenue, Ste. 295 Winter Park, FL 32789 <u>NON-RESPONSIVE</u> <u>Reference Form Not Included</u> Tracy L. Crowe Ph: 407-975-1273 Fax: 407-975-1278	Land Design South 1100 St. Lucie West Blvd, Ste #202 Port St. Lucie, Fl 34986 Bradley J. Currie, Principal Ph: 561-478-8501 Fax: 561-478-5012	Miller Legg 631 S. Orlando Avenue, Ste. 200 Winter Park, FL 32789 Mike Kroll, RLA, Vice President Ph: 407-629-8880 Fax: 407-629-7883

RESPONSE -17-	RESPONSE -18-
MSCW, Inc. 4750 New Broad Street Orlando, FL 32828 James A. Sellen, M.S.P., Vice Pres. Ph: 407-422-3330 Fax: 407-422-3329	Wilbur Smith Associates, Inc. 3191 Maguire Blvd, Ste. 200 Orlando, FL 32803 Adrian B Share, Sr Vice President Ph: 407-896-5851 Fax: 407-896-9165

Tabulated by: Robert T. Bradley, Procurement Analyst 7/23/08

Tabulated by: Robert T. Bradley, Procurement Analyst 7/31/08

EVALUATION MEETING: August 13, 2008 @ 3:00 PM - 1101 East First Street, RM 3208, Sanford, FL 32771
 (Tabulation update by Robert T. Bradley, Procurement Analyst 8/11/08)

Criteria:

Qualifications and Experience

Approach to Work

Location

Cost

RECOMMENDATION OF AWARD: (Recommendation Posted by Robert T. Bradley, Procurement Analyst 8/13/08)

GMB Engineers & Planners, Inc.
 HNTB Corporation
 Kimley-Horn and Associates, Inc.
 MSCW, Inc.

BCC MEETING: October 14, 2008

(Tabulation updated 9/11/2008 by Robert Bradley)

EVALUATION RANKINGS

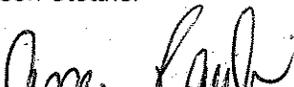
RFP-3261-08/RTB - General Consulting Services for Planning and Development

	Alison Stettner	Amy Raub	Dick Boyer	Larry Poliner	TOTAL POINTS	RANKING
Burgess and Niple, Inc	10	10	10	5	35	11
Calvin, Giordano & Associates	7	14	5	2	28	8
Canin Associates	13	12	12	15	52	13
Florida Land Design, Inc.	15	13	13	12	53	14
GAI Consultants, Inc.	11	4	3	10	28	8
Glattig Jackson Kercher Anglin, Inc	4	5	5	8	22	5
GMB Engineers & Planners, Inc	2	2	1	10	15	2
HCI	15	16	16	14	61	16
HNTB Corporation	6	5	2	5	18	3
Ivey Planning Group, LLC	9	9	5	1	24	6
Keith and Schnars, P.A.	11	10	13	8	42	12
Kimley-Horn and Associates, Inc.	4	1	4	3	12	1
Land Design South	14	15	15	15	59	15
Miller Legg	8	2	8	7	25	7
MSCW, Inc.	3	7	8	3	21	4
Wilbur Smith Associates, Inc.	1	7	10	12	30	10

The Evaluation Committee agrees to short-list the following:



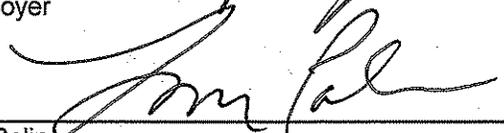
 Alison Stettner



 Amy Raub



 Dick Boyer



 Larry Poliner

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Burgess & Niple, Inc.

QUALIFICATION COMMITTEE MEMBER: Alison Stahl

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Solid in all respects

Score 47
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

confusing table, did not seem to have a quick turn around

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 10

Total Score (0-100) 74

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Calvin, Giordano & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Alison Settnoy

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Not a huge presence locally, relies on outside
OFFICES, NO LEED or Green design weak

Score 45
(0-60pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 14
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 7

Total Score (0-100) 77

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Canin Associates

QUALIFICATION COMMITTEE MEMBER: A.ison Stettner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Good, no major weaknesses, good code experience and
references

Score 47
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Quality Control, generally confused Org chart

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking 13

Total Score (0-100) 72

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Florida Land Design, Inc.

QUALIFICATION COMMITTEE MEMBER: Alison Steffner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Weak, hard time figuring out PM, tabs over transmittal letter, NO LEED

Score 38
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Very confusing org chart, NO QC

Score 8
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 15

Total Score (0-100) 69

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Alison Settner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Workable, but no lead

Score 42
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

NO QC PROCESS

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 11

Total Score (0-100) 73

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Glating Jackson Kercher Anglin, Inc.

QUALIFICATION COMMITTEE MEMBER: Alison Stettner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Excellent LEED, AICP - highly qualified team, relevant projects

Score 50
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

desired further discussion on management techniques

Score 14
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 4

Total Score (0-100) 81

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: GMB Engineers & Planners, Inc.

QUALIFICATION COMMITTEE MEMBER: Alison Stotner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

outstanding team

Score 50
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Clear, concise with proven communication techniques

Score 16
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 2

Total Score (0-100) 85

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking 15

Total Score (0-100) 69

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: HNTB Corporation

QUALIFICATION COMMITTEE MEMBER: Alison Stettner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Very strong transportation, weakness on Leed and architecture

Score 44
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Excellent on providing structure and communication

Score 18
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 6

Total Score (0-100) 79

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Ivey Planning Group, LLC

QUALIFICATION COMMITTEE MEMBER: _____

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

varied public private work, familiar w/ County processes
flexible to county's needs, more info on projects esp traffic.

Score 45
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Quality Control, more Team management and how
team functions, needs to be clarified

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 9

Total Score (0-100) 75

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

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

QUALIFICATION COMMITTEE MEMBER: Alison Stett

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Workable but may not have the breadth of experience

Score 40
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Nice Communication system, clear to the point Org Chart

Score 16
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 11

Total Score (0-100) 73

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Kimley-Horn and Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: _____

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Strong professional qualification + exper
Most of team not local, have to pull from other
offices well organize
Score 48
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

How is principal manage, no communication technique
outline

Score 14
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 4

Total Score (0-100) 81

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Land Design South

QUALIFICATION COMMITTEE MEMBER: Alison Galt

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Did not have breadth of experience for all work in org charge; Strong environmental

Score 42
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

NO O/C PROCESS

Score 14
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 2
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 14

Total Score (0-100) 71

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 15
(0-15 pts)

Ranking 8

Total Score (0-100) 76

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: MSCW, Inc.

QUALIFICATION COMMITTEE MEMBER: Alison Stettin

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Highly Innovative, excellent qualifications

Score 52
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

No QC process, spelling error

Score 14
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 3

Total Score (0-100) 83

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Wilbur Smith Associates

QUALIFICATION COMMITTEE MEMBER: _____

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Outstanding, innovative covered all qualifications

Score 52
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Very good organization, with cost/time saving techniques ~ only weakness is size of team

Score 18
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 1

Total Score (0-100) 88

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Burgess & Niple, Inc.

QUALIFICATION COMMITTEE MEMBER: Larry Poliner

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

No Seminole county experience listed
+5 for rural experience

Score 45
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 15
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 5

Total Score (0-100) 11

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Calvin, Giordano & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Larry Polina

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Seminole Co. experience

Score 50
(0-60pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 15
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 2

Total Score (0-100) 83

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Canin Associates

QUALIFICATION COMMITTEE MEMBER: Larry Poliner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Not enough transportation in house.

Score 30
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking 15

Total Score (0-100) 55

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Florida Land Design, Inc.

QUALIFICATION COMMITTEE MEMBER: Larry Pollock

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 35
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 12

Total Score (0-100) 67

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Larry Palmer

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 35
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 10

Total Score (0-100) 64

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Glating Jackson Kercher Anglin, Inc.

QUALIFICATION COMMITTEE MEMBER: _____

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 40
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 8

Total Score (0-100) 67

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: GMB Engineers & Planners, Inc.

QUALIFICATION COMMITTEE MEMBER: _____

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

No local jobs?

Score 35
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 10

Total Score (0-100) 64

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking MH

Total Score (0-100) 60

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: HNTB Corporation

QUALIFICATION COMMITTEE MEMBER: Larry Poline

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

- chelosta Design Standards

Score 45 (0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 15 (0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5 (0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 5

Total Score (0-100) 77

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Ivey Planning Group, LLC

QUALIFICATION COMMITTEE MEMBER: Larry Poliner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Large Quantity of Local experience.

Score 55
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 18
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 1

Total Score (0-100) 91

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

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

QUALIFICATION COMMITTEE MEMBER: Larry Polner

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

City of Oviedo, 1st level

Score 40
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 8

Total Score (0-100) 67

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Kimley-Horn and Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: _____

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

TCBA experience
Lack of jobs

Score 48
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

understands scope of work
mentioned noted in

Score 18
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 3

Total Score (0-100) 82

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Land Design South

QUALIFICATION COMMITTEE MEMBER: Larry Poliner

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

No local experience.

Score 30
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 2
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 15

Total Score (0-100) 85

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER: Larry Palmer

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Good jobs -
e + previous +/-

Score 40
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 15
(0-15 pts)

Ranking 7

Total Score (0-100) 72

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: MSCW, Inc.

QUALIFICATION COMMITTEE MEMBER: Larry Polner

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 50
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 15
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking B

Total Score (0-100) 82

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Wilbur Smith Associates

QUALIFICATION COMMITTEE MEMBER: Larry Poliner

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

No Seminole county experience

Score 36
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 12

Total Score (0-100) 63

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Burgess & Niple, Inc.

QUALIFICATION COMMITTEE MEMBER: Army Raub

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Handwritten notes: A - County Agency exp.; B - RE, SADC, LEED; C - 8 - no lead or credentials

Score 52 (0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Handwritten notes: 9 - difficult to lead; 9 - no LEED/Greendesign

Score 18 (0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Blank lines for additional notes or comments.

Score 5 (0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 7/10

Total Score (0-100) 87

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Calvin, Giordano & Associates, Inc..

QUALIFICATION COMMITTEE MEMBER: Amy Lamb

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

H = no other state certifications - 16 D = 3 - no more points
B = 12 EFD, add cross-section of disciplines 13 F = 5
C = 3

Score 50
(0-60pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

6 - not an abundance of time
10

Score 16
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 9/14

Total Score (0-100) 84

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Canin Associates

QUALIFICATION COMMITTEE MEMBER: Amy Koub

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A = 17 - LEED, AICP, no awards
B = 17 - economic study incl.
C = 10 - Good variety of disciplines for proposal
D = 4 - no years listed on some
E = 5

Score 52
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

A - 9
B - 10

Score 19
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking 7 12

Total Score (0-100) 87 86

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 8 of 13

Total Score (0-100) 85

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Amy Laub

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A - 17 - no park planning, green design, economic analysis D=5
B - AICP, PE, PLA, GIS E=6
C - 8 - no CEED, green design

Score 53
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

10 for criteria
10

Score 20
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking ~~3~~ 4

Total Score (0-100) 92

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Glattig Jackson Kercher Anglin, Inc.

QUALIFICATION COMMITTEE MEMBER: Amy Raeb

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

B = management, certifications & experience 19 B = 5
B = 19 qualifications fit proposal E = 5
C = 9 - fits almost all criteria for RFP

Score 57
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

9 - sufficient time available
8 - ~~did not~~ did not specify G.S lead over subs

Score 17
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking ~~4~~ 5

Total Score (0-100) 91

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: GMB Engineers & Planners, Inc.

QUALIFICATION COMMITTEE MEMBER: Amy Kaub

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

He well rounded group of consultant + subs, but need subs for project, around 18
B = 18 - staff no qualifications needed D = 5
E = 9 - E = 5

Score 55
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

10 - wonderful timeline illustration, high % available
10 - very clear

Score 20
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 2

Total Score (0-100) 99

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: HCI

QUALIFICATION COMMITTEE MEMBER: Amy Lamb

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A = not excessive local government exp. and set of hrs. no even design, 15
B = 15 - see above D = 3 - lots of development. no design design
C = 9 - no. least E = 4 - private client, 1 local govt
Score 45
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

A = 9 - Fine work, looks
B = 10 - clear
Score 19
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking H ~~16~~

Total Score (0-100) 79

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: HNTB Corporation

QUALIFICATION COMMITTEE MEMBER: Amy Lamb

EVALUATION CONSIDERATIONS

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

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

*Describe strengths, weaknesses and deficiencies to support your assessment.

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

It = Awards, good well rounded - varying experience + portfolio 18 D=5
As 18, no 16, no planners listed 18 E=5
C. 8 - missing experience

Score 54
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

like tier 1 & 2 approach & 4 for 4 10
10

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 5

Total Score (0-100) 91

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Ivey Planning Group, LLC

QUALIFICATION COMMITTEE MEMBER: Amy Kaub

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A: Planning work, awards, good experience, needs to be for well rounded consultant 17
B: HIGH NO LEED - look possible for other disciplines 10
C: 8 - good cross-section of work

Score 31
(0-60 pts)

D= 5 - good cross-section of work from all comers
E= 5

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

A= 9
B= 10

Score 19
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking ~~8~~ 9

Total Score (0-100) 86

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

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

QUALIFICATION COMMITTEE MEMBER: Amy Lamb

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points) (weighted differently) (no sub-pts)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A = awards & have related exp. in Planning services (18) D = ~~4~~ - related, no years noted
H = (8) staff into ex. on org chart & intro prog E = 5
C = N/A

Score 50
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

10 - looks as if workload is available
10 - clear, NO project management confusion

Score 20
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking ~~7~~ 10

Total Score (0-100) 87

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Kimley-Horn and Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Amy Raub

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

As COM planning, Access design, transportation (20) E=5 - Meets/Exceeds
As A/E/C, PE's, OHS, (6 LEED) 18 E=5
C= 0B - cannot be contractor

Score 56
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

As like cost ahead system - high availability of staff (20)
0= 10

Score 20
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 1

Total Score (0-100) 95

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Land Design South

QUALIFICATION COMMITTEE MEMBER: _____

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A = 28 - no LEED green design D = 3
B = 17 E = 4
C = 8

Score 50
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

A = 8
B = 8

Score 16
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 2
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 10 15

Total Score (0-100) 81

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER: Amy Kaub

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A = Experience in similar contracts 18 D = 5
B = AICP, RLA, PE, GIS, PWS, NALRD 18 E = 5
C = 8 - no experience

Score 54
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

10
10

Score 20
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 15
(0-15 pts)

Ranking 2

Total Score (0-100) 94

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: MSCW, Inc.

QUALIFICATION COMMITTEE MEMBER: Amy Lamb

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Franklin, grand design, in 2000 D= 4 - no years listed
Q= 17 E= 5
L= 9

Score 55
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

8 - memo to have approach work lead, would have liked
it illustrated differently in 90's.
10 - clear

Score 18
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 57

Total Score (0-100) 90

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Wilbur Smith Associates

QUALIFICATION COMMITTEE MEMBER: Amy Lamb

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

A = award, significant experience 19
B = All, PE, Env, Economics, - well rounded 18
C = 8
D = 4 - no data
E = 5

Score 54
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

10 - hours available
8 - a little confusing

Score 18
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 37

Total Score (0-100) 90

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Burgess & Niple, Inc.

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 38
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking A10

Total Score (0-100) 67

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Calvin, Giordano & Associates, Inc..

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 39
(0-60pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 5

Total Score (0-100) 69

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Canin Associates

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 30
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts) ✓

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking 8 / 12

Total Score (0-100) 66

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Florida Land Design, Inc.

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 37
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 10
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 9 13

Total Score (0-100) 65

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: _____ GAI Consultants, Inc. _____

QUALIFICATION COMMITTEE MEMBER: _____ Dick Boyer _____

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 40
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 3

Total Score (0-100) 71

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Glattig Jackson Kercher Anglin, Inc.

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 40
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 5

Total Score (0-100) 69

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: GMB Engineers & Planners, Inc.

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Three horizontal lines for handwritten notes.

Score 45 (0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Three horizontal lines for handwritten notes.

Score 15 (0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Three horizontal lines for handwritten notes.

Score 5 (0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 1

Total Score (0-100) 79

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: HCI

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 32
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 11
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 10
(0-15 pts)

Ranking # 16

Total Score (0-100) 58

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: HNTB Corporation

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 41
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 15
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 2

Total Score (0-100) 73

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Ivey Planning Group, LLC

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 39
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 5

Total Score (0-100) 69

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

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

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 36
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 9 of 13

Total Score (0-100) 65

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Kimley-Horn and Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Pick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 38
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 13
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 14
(0-15 pts)

Ranking 4

Total Score (0-100) 70

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Land Design South

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 35
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 2
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 40 15

Total Score (0-100) 62

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 35
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 13
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 15
(0-15 pts)

Ranking 68

Total Score (0-100) 68

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: _____ MSCW, Inc. _____

QUALIFICATION COMMITTEE MEMBER: _____ Dick Boyer _____

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 39
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 12
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 12
(0-15 pts)

Ranking 68

Total Score (0-100) 68

EVALUATION FORM

RFP-3261-08/RTB – General Consulting Services for Planning and Development

SUBMITTAL COMPANY NAME: Wilbur Smith Associates

QUALIFICATION COMMITTEE MEMBER: Dick Boyer

EVALUATION CONSIDERATIONS

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

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

***Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (60 points)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 36
(0-60 pts)

APPROACH TO WORK (20 points)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 13
(0-20pts)

LOCATION: (5 points)

Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive (5 points). Firms located within the state of Florida will receive (2 points)

Score 5
(0-5 pts)

COST (15 points)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 13
(0-15 pts)

Ranking 7 10

Total Score (0-100) 67

**CONSULTANT SERVICES AGREEMENT
(RFP-3261-08/RTB)
PLANNING AND DEVELOPMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **GMB ENGINEERS & PLANNERS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2602 E. Livingston Street, Orlando, Florida 32803, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to 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, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto 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. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all

addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by 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. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

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

a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) 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 CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

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. CONSULTANT shall perform all work required by the Work Order, but in no event shall 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, CONSULTANT shall perform

all work required by the Work Order, but in no event shall 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. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever 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, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%)

on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, 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, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay 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 COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

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

Two (2) copies of the invoice shall be sent to:

Planning and Development Department
1101 E. First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice 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 COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

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

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and

for five (5) years from the date of final payment under the contract for audit or inspection as provided for in 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 COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) 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 CONSULTANT under this Agreement. 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 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 CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by 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 CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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

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

(2) deliver to 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, 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, 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 COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be

liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that 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 COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of 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 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. 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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, 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) 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 COUNTY.

(b) 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, 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 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, CONSULTANT must first secure the prior express written approval of 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. CONSULTANT agrees to hold harmless, replace, and indemnify 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 CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish 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, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that 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 CONSULTANT, CONSULTANT shall provide 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, CONSULTANT shall (at the option of 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 COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its 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 CONSULTANT and shall be maintained in force until the Agreement completion date. The

amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONSULTANT's insurance shall cover 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. 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 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) CONSULTANT's insurance shall cover 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Umbrella Policy	\$2,000,000.00

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

(4) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be main-

tained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily Injury and Property Damage Liability Combined for any auto	\$1,000,000.00
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(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 COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of 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 be on an occurrence basis or claims-made basis. 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 CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution 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 COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise 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 COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. 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 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 COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by 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, 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to 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, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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:

Planning and Development Department
1101 E. First Street
Sanford, FL 32771

For CONSULTANT:

GMB Engineers & Planners, Inc.
2602 E. Livingston Street
Orlando, FL 32803

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

(Signature Page Follows)



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

ATTEST: GMB ENGINEERS & PLANNERS, INC.

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney



AEC/lpk/sjs
8/15/08, 9/3/08, 9/9/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 GMB.doc

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

GENERAL CONSULTING SERVICES FOR PLANNING**SCOPE OF SERVICE**

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multi-modal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

**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
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within **calendar days** from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement 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

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

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 release of the final payments and encumbrances of the last approved amount of this work order, 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. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. 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 that are in effect on the date of the CONSULTANT'S price proposal for this project
 - (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.

SUBMITTAL SECTION 5: COST
(one [1] single-sided page maximum)

The Cost for this Request for Proposal should be submitted within the following format to include total compensation relative to performing the services as described in the Scope of Services for this solicitation. These fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, and profit. The Estimated Hours are provided as the County's estimate for potential work under this Agreement, but the County provides no guarantee that all hours will be utilized. The evaluation for this criteria will be based on the Estimated Project Total.

LABOR CATEGORY	LOADED HOURLY RATE	ESTIMATED HOURS	TOTAL
Project Manager	\$177.50	150	\$26,625.35
Principal Planner	\$127.36	400	\$50,942.15
Planner	\$112.35	350	\$39,321.18
Transportation Planner	\$89.15	150	\$13,372.34
Graphic Artist	\$76.04	100	\$7,603.67
Engineer	\$99.05	550	\$54,479.93
GIS Specialist	\$79.24	200	\$15,848.69
Traffic Analyst	\$78.54	200	\$15,707.24
Ecologist	\$91.90	75	\$6,892.50
Administration	\$55.19	115	\$6,346.55
Estimated Project Total		<u>2290</u>	<u>\$237,139.60</u>

RFP-3261-c8/RTB

General Consulting Services for Planning and Development

**CONSULTANT SERVICES AGREEMENT
(RFP-3261-08/RTB)
PLANNING AND DEVELOPMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **MILLER SELLEN CONNOR & WALSH, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4750 New Broad Street, Orlando, Florida 32814, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; and



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

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to 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, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto 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. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all

addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by 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. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

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

a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) 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 CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
 2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
 3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

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. CONSULTANT shall perform all work required by the Work Order, but in no event shall 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, CONSULTANT shall perform

all work required by the Work Order, but in no event shall 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. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever 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, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%)

on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, 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, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay 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 COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

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

Two (2) copies of the invoice shall be sent to:

Planning and Development Department
1101 E. First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice 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 COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

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

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and

for five (5) years from the date of final payment under the contract for audit or inspection as provided for in 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 COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) 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 CONSULTANT under this Agreement. 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 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 CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by 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 CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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

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

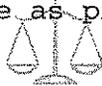
(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, 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, 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 COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be

liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that 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 COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of 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 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. 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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, 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) 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 COUNTY.

(b) 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, 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 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, CONSULTANT must first secure the prior express written approval of 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. CONSULTANT agrees to hold harmless, replace, and indemnify 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 CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish 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, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that 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 CONSULTANT, CONSULTANT shall provide 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, CONSULTANT shall (at the option of 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 COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its 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 CONSULTANT and shall be maintained in force until the Agreement completion date. The

amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONSULTANT's insurance shall cover 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. 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 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) CONSULTANT's insurance shall cover 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Umbrella Policy	\$2,000,000.00

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

(4) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be main-

tained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined for any auto	\$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 COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of 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 be on an occurrence basis or claims-made basis. 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 CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution 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 COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise 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 COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. 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 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 COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by 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, 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to 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, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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:

Planning and Development Department
1101 E. First Street
Sanford, FL 32771

For CONSULTANT:

Miller Sellen Conner & Walsh, Inc.
4750 New Broad Street
Orlando, FL 32814

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

(Signature Page Follows)



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

ATTEST: MILLER SELLEN CONNER & WALSH, INC.

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney



AEC/lpk/sjs
8/15/08, 9/3/08, 9/9/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 MSCW.doc

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

GENERAL CONSULTING SERVICES FOR PLANNING**SCOPE OF SERVICE**

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multi-modal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

**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
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within **calendar days** from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement 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

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

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 release of the final payments and encumbrances of the last approved amount of this work order, 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. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. 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 that are in effect on the date of the CONSULTANT'S price proposal for this project
 - (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.



SUBMITTAL SECTION 5: COST
(one [1] single-sided page maximum)

The Cost for this Request for Proposal should be submitted within the following format to include total compensation relative to performing the services as described in the Scope of Services for this solicitation. These fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, and profit. The Estimated Hours are provided as the County's estimate for potential work under this Agreement, but the County provides no guarantee that all hours will be utilized. The evaluation for this criteria will be based on the Estimated Project Total.

LABOR CATEGORY	LOADED HOURLY RATE	ESTIMATED HOURS	TOTAL
Project Manager	205	150	30,750
Principal Planner	120	400	48,000
Planner	100	350	35,000
Transportation Planner	185	150	27,750
Graphic Artist	100	100	10,000
Engineer	140	550	77,000
GIS Specialist	85	200	17,000
Traffic Analyst	75	200	15,000
Ecologist	185	75	13,875
Administration	70	115	8,050
Estimated Project Total		<u>2290</u>	282,425



**CONSULTANT SERVICES AGREEMENT
(RFP-3261-08/RTB)
PLANNING AND DEVELOPMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **HNTB CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 300 Primera Boulevard, Suite 300, Lake Mary, Florida 32746, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to 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, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto 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. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all

addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by 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. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

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

a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) 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 CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

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. CONSULTANT shall perform all work required by the Work Order, but in no event shall 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, CONSULTANT shall perform

all work required by the Work Order, but in no event shall 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. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever 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, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%)

on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, 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, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay 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 COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

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

Two (2) copies of the invoice shall be sent to:

Planning and Development Department
1101 E. First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice 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 COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

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

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and

for five (5) years from the date of final payment under the contract for audit or inspection as provided for in 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 COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) 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 CONSULTANT under this Agreement. 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 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 CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by 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 CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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

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

(2) deliver to 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, 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, 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 COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be

liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that 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 COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of 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 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. 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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, 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) 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 COUNTY.

(b) 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, 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 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, CONSULTANT must first secure the prior express written approval of 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. CONSULTANT agrees to hold harmless, replace, and indemnify 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 CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish 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, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that 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 CONSULTANT, CONSULTANT shall provide 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, CONSULTANT shall (at the option of 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 COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its 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 CONSULTANT and shall be maintained in force until the Agreement completion date. The

amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONSULTANT's insurance shall cover 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. 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 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) CONSULTANT's insurance shall cover 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Umbrella Policy	\$2,000,000.00

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

(4) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be main-

tained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined for any auto	\$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 COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of 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 be on an occurrence basis or claims-made basis. 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 CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution 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 COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise 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 COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. 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 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 COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by 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, 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to 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, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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:

Planning and Development Department
1101 E. First Street
Sanford, FL 32771

For CONSULTANT:

HNTB Corporation
300 Primera Boulevard, Suite 300
Lake Mary, FL 32746

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

(Signature Page Follows)



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

HNTB CORPORATION

Witness

By: _____

Print Name

Print Name

Witness

Title: _____

Print Name

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney
AEC/lpk/sjs
8/15/08, 9/3/08, 9/9/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 HNTB.doc

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

GENERAL CONSULTING SERVICES FOR PLANNING**SCOPE OF SERVICE**

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multi-modal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

**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
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within **calendar days** from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement 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

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

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 release of the final payments and encumbrances of the last approved amount of this work order, 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. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. 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 that are in effect on the date of the CONSULTANT'S price proposal for this project
 - (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

SUBMITTAL SECTION 5: COST
 (one [1] single-sided page maximum)

The Cost for this Request for Proposal should be submitted within the following format to include total compensation relative to performing the services as described in the Scope of Services for this solicitation. These fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, and profit. The Estimated Hours are provided as the County's estimate for potential work under this Agreement, but the County provides no guarantee that all hours will be utilized. The evaluation for this criteria will be based on the Estimated Project Total.

LABOR CATEGORY	LOADED HOURLY RATE	ESTIMATED HOURS	TOTAL
Project Manager	\$185	150	\$27,750
Principal Planner	\$170	400	\$68,000
Planner	\$75	350	\$26,250
Transportation Planner	\$100	150	\$15,000
Graphic Artist	\$50	100	\$5,000
Engineer	\$125	550	\$68,750
GIS Specialist	\$85	200	\$17,000
Traffic Analyst	\$125	200	\$25,000
Ecologist	\$122	75	\$9,150
Administration	\$70	115	\$8,050
Estimated Project Total		2290	\$269,950

**CONSULTANT SERVICES AGREEMENT
(RFP-3261-08/RTB)
PLANNING AND DEVELOPMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **KIMLEY-HORN AND ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3660 Maguire Boulevard, Suite 200, Orlando, Florida 32803, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to 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, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto 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. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all

addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by 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. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

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

a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) 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 CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

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. CONSULTANT shall perform all work required by the Work Order, but in no event shall 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, CONSULTANT shall perform

all work required by the Work Order, but in no event shall 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. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever 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, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, 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. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%)

on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, 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, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay 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 COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

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

Two (2) copies of the invoice shall be sent to:

Planning and Development Department
1101 E. First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice 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 COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

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

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and

for five (5) years from the date of final payment under the contract for audit or inspection as provided for in 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 COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) 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 CONSULTANT under this Agreement. 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 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 CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by 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 CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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

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

(2) deliver to 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, 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, 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 COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be

liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that 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 COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of 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 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. 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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, 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) 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 COUNTY.

(b) 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, 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 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, CONSULTANT must first secure the prior express written approval of 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. CONSULTANT agrees to hold harmless, replace, and indemnify 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 CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish 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, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that 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 CONSULTANT, CONSULTANT shall provide 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, CONSULTANT shall (at the option of 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 COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its 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 CONSULTANT and shall be maintained in force until the Agreement completion date. The

amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONSULTANT's insurance shall cover 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. 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 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) CONSULTANT's insurance shall cover 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Umbrella Policy	\$2,000,000.00

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

(4) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be main-

tained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined for any auto	\$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 COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of 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 be on an occurrence basis or claims-made basis. 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 CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution 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 COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise 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 COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. 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 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 COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by 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, 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to 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, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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:

Planning and Development Department
1101 E. First Street
Sanford, FL 32771

For CONSULTANT:

Kimley-Horn and Associates, Inc.
3660 Maguire Boulevard, Suite 200
Orlando, FL 32803

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

(Signature Page Follows)



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

ATTEST: KIMLEY-HORN AND ASSOCIATES, INC.

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney



AEC/lpk/sjs
8/15/08, 9/3/08, 9/9/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 KN.doc

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

GENERAL CONSULTING SERVICES FOR PLANNING

SCOPE OF SERVICE

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multi-modal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

**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
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within **calendar days** from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement 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

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

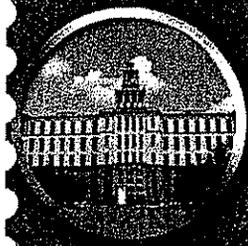
(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

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 release of the final payments and encumbrances of the last approved amount of this work order, 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. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. 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 that are in effect on the date of the CONSULTANT'S price proposal for this project
 - (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.



GENERAL CONSULTING SERVICES FOR PLANNING AND DEVELOPMENT

SECTION 5: COST

EXHIBIT C

The summary table below provides the information requested by the County. Please note that an assessment of the bottom line cost in this table does not consider the potential efficiency provided by Kimley-Horn and Associates, Inc. given our experience providing similar services. For example, more than half of the evaluation and appraisal reports that we have prepared have been found sufficient by DCA at the 60-day preliminary review stage. Similarly, we recently received preliminary comments from FDOT on our comprehensive plan amendments for the City of Casselberry to establish a TCEA and revise the Future Land Use Map to allow increased intensities and densities. The comments are relatively minor and it appears that they can be resolved by clarifying some information in the justification report. We expect to receive support from FDOT and DCA on the amendments. ***This type of efficiency can result in fewer hours needed for KHA to complete tasks, thus resulting in lower costs to the County.***

Labor Category	Loaded Hourly Rate	Estimated Hours	Total
Project Manager Clif Tate, P.E.	\$206.18	150	\$30,927.00
Principal Planner Tim Stillings, AICP, PTP	\$146.18	400	\$58,472.00
Planner Tykus Holloway, P.E., AICP Poorna Bhattacharya, AICP Stephanie Striefel, AICP	\$101.76	350	\$35,616.00
Transportation Planner Brad Choi, P.E. Mike Woodward, EIT (MI)	\$105.60	150	\$15,840.00
Graphic Artist Marc Brinker Chrill Pearl	\$79.87	100	\$7,987.00
Engineer Brad Choi, P.E.	\$110.40	350	\$38,640.00
GIS Specialist Pete Hofheinz	\$80.42	200	\$16,084.00
Traffic Analyst Mike Woodward, EIT (MI)	\$100.80	200	\$20,160.00
Ecologist Lynn Kiefer, PWS	\$158.46	75	\$11,884.50
Administration Kay Jones Beth Moore	\$55.87	115	\$6,425.05
Estimated Project Total	\$1,145.54	2,290	\$242,035.55 ⁽¹⁾

Note ⁽¹⁾: Please see additional information in the description of costs at the top of this page.

