
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bob Hunter

EXT: 7119

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park to PBS&J of Orlando, Florida (Estimated usage \$800,000.00 over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-2084-07/LKR will provide architectural and engineering services for the Design and Construction Administration of Jetta Point Park.

On August 14, 2007, the Board approved the ranking and authorized staff to negotiate with PBS&J of Orlando, Florida, the top ranked firm. The project was advertised with the method of compensation as Fixed Fee. However, during negotiation it was determined that the best approach to complete the scope of the project was to issue work orders, and the Award Agreement includes negotiated rates and an estimated cost for this project as Exhibit C. The term of the Agreement shall commence within thirty days from the date of execution of the Agreement, and shall terminate thirty days after project completion.

Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. Staff estimates usage under this Agreement in the amount of \$800,000.00 over the term of the Agreement. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park to PBS&J of Orlando, Florida (Estimated usage \$800,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-2084-07_LKR Award Agreement with PBS&J

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT
DESIGN AND CONSTRUCTION ADMINISTRATION FOR JETTA POINT PARK
(PS-2084-07-/LKR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PBS&J**, duly authorized to conduct business in the State of Florida, whose address is 482 South Keller Road, Orlando, Florida 32810, 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 design and construction administration for Jetta Point Park in Seminole County; 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 design and construction administration services for Jetta Point Park 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, Scope of Services, and Exhibit D, Conceptual Plan, 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, with work to commence within thirty (30) days of that date, and shall run for a period of one (1) year and, this Agreement shall terminate thirty (30) days after final payment has been made to the Construction Manager-at-Risk, upon completion of the Project. 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. In the event COUNTY determines that significant benefits would

accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. 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". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. Compensation payable to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed COUNTY's annual budgeted amount for design and construction administration for Jetta Point Park.

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 CONTRACTOR, 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 CONTRACTOR 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 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 issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If 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:

Administrative Services
200 West County Home Road
Sanford, Florida 32773

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

ble 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 employ-

ment 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 evidenc-

ing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). 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

(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).

(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:

Administrative Services
200 W. County Home Road
Sanford, FL 32773



For CONSULTANT:

PBS&J
482 S. Keller Road
Orlando, FL 32810

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.

(End of Agreement - 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:

PBS&J

Witness

By: _____

Print Name

Title: _____

Witness

Printed Name: _____

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: _____
CARLTON HENLEY, Chairman

Date: _____


For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Conceptual Plan

AEC:jjr
10/29/07
F:\Users\jroyal\Purchasing 2007\Agreements\PS-2084-07-PBS&J.doc

**Seminole County
Task Authorization
Jetta Point Park Recreational Complex –PS-2084-07/LKR
Architectural and Engineering Services for the
Design and Construction of Jetta Point Park
October 24, 2007**

Scope of Services

I. Project Description

The project scope includes preparation of final plans and specifications, suitable for bidding, and construction for improvements for Jetta Point Park as shown in the Preliminary Engineering Report (dated July 14, 2006), Conceptual Site Plan Exhibit 1, and respective cost estimate dated July 17, 2006.

Desired improvements included have been referenced in the Master Plan with numbers in parentheses and are as follows:

- A. Four (4) Softball Fields (wagon wheel configuration).
- Two hundred (200) foot fence distances from home plate.
 - Thirty (30) foot backstop distance from home plate per field.
 - (8) – 10' x 30' Covered dugouts and bleachers/50 per bleacher.
 - Water fountains in dugouts.
 - Regulation backstops with five-foot green vinyl coated industrial fencing in the foul lines and outfield.
 - Foul poles and yellow protective tubing over fences.
- B. Four (4) Multipurpose Fields (rectangular configuration)
- Field Size: Minimum – 65 Maximum Yards X 110 Minimum – 120 Maximum Yards Long. One modified dimension field.
 - Bermuda 419 turf grass.
 - Amenities to include moveable player benches.
- C. Field Parking Standard
- 50 Spaces per Field X 8 Fields = 400 Spaces.
- D. Maintenance Building

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

Three (3) Bay Cinder Block Building 1,800 square feet

- 60 feet by 30 feet.
- 350 square foot office.
- Two (2) open covered bays on each end of building (1000 square feet each) for materials storage.

E. Destination Playground

Large configuration of “unique” playground equipment to include separate areas for 2-5 year olds and 5 – 12 year olds.

- Prefabricated manufacturer equipment
- Pre-manufactured Shade cloth
- Swing sets for each age group.
- Poured in-place cushioned surfacing required.
- Appropriate amenities to include water fountains, benches, etc. (similar to Greenwood Lakes Park and double in size.).
- Two (2) Pre-manufactured Pavilions (1,500 square feet).

F. Concession Building – 3,000 square feet

- Two-story, four sides facing each field.
- Restrooms and concession area on the first floor.
- Second-story office area for park operator and scorekeeper observation area.
- Office area, not including scorekeeper observation area, (see Seminole County Softball Complex.)

G. Concession Building and Office Building – 1,500 square feet each (one-story building)

- Restrooms and concession area.
- Office area for park operator and meeting room for tournament control.
- Office building, not including meeting room.

H. Equestrian

- Maximum dimensions: 350-feet x 200-feet (one entrance/exit on a 200-foot side)
- Minimum dimensions: 100-feet x 175-feet (two entrance/exits on 100-foot sides)

- Perimeter defined by Type A fence, with 12-foot swing gates for access at entrance/exit)
- Typical section for unpaved parking area to include:
 1. 12" Type B Stabilization
 2. Geo-textile layer
 3. Perforated terracell section filled with 70/30 aggregate/topsoil mix
 4. Sod surface
- Provide unpaved, stabilized parking/unloading area accessed by unpaved, stabilized driveway approach.

I. General

Kiosks

- Located in key areas.

Management

- Two separate organizations will operate softball and multipurpose fields independent of one another and will have little or no interaction.

Utilities

- Electrical, Water and Irrigation must be separately metered for each area.
- Irrigation systems must be independent of each other.

Tot-Lot (small)

- One (1) Pavilion - 1,500 square feet (Pre-manufactured).

Open Pavilions

- Four (4) Pre-manufactured Small Pavilions - 400 square feet.

Trail Connections

- Minimizing wetland impacts from equestrian area to the trail suitable for horses and multipurpose fields to Trails around the World rest stop.

Buffers

- Utilizing existing berm and landscaping to shield adjacent properties for sound, etc.

Task 1 – Project Administration

A. Invoices/Progress Reports/Files

1. PBS&J shall submit monthly invoices and progress reports in a format acceptable to the COUNTY. Project files shall be maintained.
- B. Quality Assurance/Quality Control
1. PBS&J shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of 60%, 90%, & 100% work products.
- C. Project Schedule and Team Coordination
1. Within ten (10) days after Notice-To-Proceed (NTP), PBS&J will provide a detailed project activity schedule for design activities. The schedule shall be updated monthly and submitted with invoices.
 2. PBS&J shall provide project management that brings together all of the services that PBS&J and its sub-consultants offer to provide a coordinated project.

Task 2 – Project Meetings

- A. NTP / Kickoff Meeting
1. PBS&J will participate in up one (1) meeting with the COUNTY to discuss the project and authorize notice to proceed.
(PM, Civil, Architecture – 1 meeting @ 4 hours)
- B. COUNTY/CONSTRUCTION MANAGER (CM) Meetings
1. PBS&J will attend up to eighteen (18) COUNTY meetings to discuss the project and maintain clear communication between PBS&J, CM and the COUNTY.
(PM – 18 meetings @ 4 hours)
- C. Project Status Meetings
1. Project status meetings will be held at PBS&J's offices at key submittal phases of the project. Up to three (3) meetings are anticipated. All disciplines, as necessary, will be present at said meetings. The purpose of these meetings is to maintain clear communication between PBS&J and the project team. PBS&J will be responsible for distribution of the agenda prior to the meeting

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

and will be responsible for production of meeting minutes.
(3 meetings @ 1 hour)

D. Project Coordination Meetings

1. The appropriate lead members of the consulting team shall attend up to five (5) progress meetings with staff and sub-consultants to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between all team leaders and disciplines.
(PM, Civil & Architecture – 5 meetings @ 1 hour)

E. Board of County Commissioner Update Meetings

1. The appropriate members of the consulting team shall attend up to five (5) commissioner progress meetings to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between all project team and COUNTY Commissioners.
(PM– 5 meetings @ 1 hour)

F. Additional Meetings

1. The appropriate members of the consulting team shall attend up to ten (10) additional meetings with adjacent agencies and/or their consultants including:
 - COUNTY Survey Consultant
 - FDOT District 5
 - Seminole County
 - City of Winter Springs
 - City of Oviedo
 - City/County Fire Departments
 - Utility Service Providers**(Civil -10 meetings @ 2 hours)**
(PM -5 meetings @ 1 hour)

Task 3 – Construction Documents (60%, 90%, and 100%)

PBS&J shall prepare Construction Plans based on the approved Conceptual Site Plan dated July 14, 2006. The plans generally consist of the following elements:

A. Civil Engineering Construction Documents

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

1. Demolition Plans
2. Limits of Construction, Erosion and Sedimentation Control Plans
3. Site Geometry, Horizontal Control, Paving Plans and Details
4. Roadway Typical Sections
5. Signage and Pavement Marking Plans and Details
6. Grading and Drainage Plans and Details
7. Utility Plans and Details (including potable water, sanitary sewer and fire suppression)
8. Sidewalk and Handicap Ramp Plans and Details

The Construction Plans shall consist of the following deliverables:

1. 15% Documents (Architectural Only)
2. 60% Construction Documents/SJRWMD
3. 90% Construction Documents/Seminole County/City of Winter Springs/City of Oviedo
4. 100% Issue for Bid

In preparation of these deliverables, the PBS&J shall conduct the following major design tasks:

1. Develop preliminary engineering layouts, calculations, analyses, plans, and other necessary incidentals related to obtaining permits from applicable governmental/permitting agencies.
2. Develop preliminary through final storm drainage, paving and grading plans, reports, and analyses, as required and in accordance with applicable governmental/permitting agencies.
3. Develop preliminary through final potable water distribution and fire suppression, reports, and analyses, as required and in accordance with applicable governmental/permitting agencies.

B. Architectural, Structural, MEP Construction Documents

PBS&J shall provide Architectural design, Structural Engineering design, HVAC design, Plumbing design and Electrical Engineering design for the structures referenced under the Section 1 – Project Description to include the following:

1. One story, 1,800 SF Maintenance Building
2. Two-Story, 3,000 SF Concession/Restroom Building
3. One-Story, 1,500 SF Concession/Restroom Building
4. One Story, 1,500 SF Park Office Building

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

5. One (1) Typical Covered Dugout

Documents for each of the structures listed will be developed as a prototype building for use at other Seminole County Facilities on a negotiated fee basis at the time of implementation.

The PBS&J architectural design scope of work for these five structures is limited under this agreement to buildings located at the Jetta Point Park site.

The documents generally consist of the following elements:

1. Conceptual/Schematic Design/Program Refinement (15% documents)
 - a. Prepare conceptual level floor plans and elevations of each building type for review and approval by Seminole County.

Deliverables include:

1. One floor plan concept and up to two different elevation concepts presentation in format suitable to convey design concepts.
2. Prepare one schematic level building cost estimate.
3. One follow-up submission to address initial concept comments if needed.

2. Construction Documents (60% and 90% GMP)

- a. PBS&J will further develop the approved Design Development documents. Documents to be provided at 60% and 90% phase submittals.

Deliverables include:

1. Floor plans and elevations
2. Building cross sections
3. Building wall sections
4. Roof plans
5. Details and finish schedule
6. Interior Elevation
7. Door, louver and window schedules
8. Structural, mechanical, electrical, and plumbing documents and building department required design calculations, drawings, details, and schedules.

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

9. Construction Cost Estimate

At completion of 90% plans, documents will be printed, signed and sealed and issued to COUNTY for submittal to the City building department. PBS&J will address and respond to building department comments as required.

4. Final Plans (100%)

- a. PBS&J will incorporate building department comments and prepare 100% complete issue architectural plans and specifications.

Deliverables include:

1. Final Floor plans and elevations
2. Final building cross sections
3. Final building wall sections
4. Final roof plans
5. Final details and finish schedule
6. Interior Elevations
7. Final door, louver and window schedules
8. Final structural, mechanical, electrical, and plumbing documents and building department required design calculations, drawings, details and schedules

- b. PBS&J will assist in the review of the CM's cost estimate

C. Hardscape, Landscape, and Irrigation Construction Documents

1. Hardscape Plans:

- a. Hardscape Construction Documents (60%, 90% and 100%)

Preparation of hardscape construction documents at an appropriate scale. The plans will show the locations of amenity elements, paving types and site furnishings. Site finishes and furnishings will be provided.

2. Landscape Construction Documents

- a. Landscape Construction Documents

Preparation of a landscape plans at an appropriate scale. The plan will show the locations for proposed trees, shrubs,

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

groundcover, annuals (if applicable), sod, and sidewalks. The plan will include a plant schedule with botanical and common names, proposed quantities, and size specifications. Planting details will be provided.

b. Sports Field Soils Recommendations

Prepare soils analysis report of on site soil conditions and provide recommendations for optimum field development. The report will include:

- Complete soil analysis of each field location. Sample results of soil sampling for physical and chemical analysis of the soil.
- Interpretation of test results and recommendations for field soils modifications.

3. Irrigation Construction Documents

a. Irrigation Construction Documents, Materials Schedule, and Details

Based upon the landscape/hardscape plan, prepare an irrigation plan that includes the location of the water source, controllers, pipes, valves, heads, and other requirements necessary for construction. The plan will include a materials schedule with appropriately keyed symbols. Irrigation details will be provided.

Landscape and irrigation construction documents will be prepared for the following areas:

Multi-Purpose Fields Complex
Girl's Softball Complex
Children's Playground
Sports Field Tot Lot
Maintenance Facility
Parking Areas
Retention Facilities

D. Park Signage Construction Documents

1. Review City code requirements

2. Sign Construction Documents (60%, 90%, & 100%)

Based on the approved concept, prepare signage plans and details for park directional signage. The construction plans will identify signage location with supporting construction details.

The Hardscape Landscape, Irrigation and Signage Construction Documents shall consist of the following deliverables:

60% Construction Documents – COUNTY Review

90% Construction Documents – Winter Springs/Oviedo Submittal

100% Issue of Bid - Final Plans

E. Site Electrical Construction Documents

Site Electrical Plans (60, 90 GMP, & 100%):

PBS&J will prepare site electrical engineering drawings which will include power and site lighting for eight (8) multi-purpose/softball fields and associated ballfield facilities, proposed buildings and shelters, parking area lighting, maintenance facility, children's playground and tot lot, equestrian facility, irrigation facilities, main entrance sign and a proposed lift station.

F. Lift Station Construction Documents

PBS&J shall provide design services for one grinder type duplex sanitary submersible pump station to provide sewer services and convey wastewater from the park to the City of Winter Springs facilities. The proposed pump station will be located in the Winter Springs service area and shall be connected to the City of Winter Springs Force main (FM).

1. Task 1 – Final Lift Station Design

a. Task 1.1 - Project Data Collection/Review/Hydraulic Evaluation

PBS&J will acquire pertinent information for the pump station and force main from Seminole County and the City of Winter Springs for performing hydraulic evaluation to finalize the proposed pump station and force main design.

b. Task 1.2 - Construction Plans (60, 90, & 100%)

PBS&J will prepare plan sheets (plan views, sections and details) for the pump station design which will include mechanical,

structural and electrical design. The drawing scale will be appropriate to show adequate level of details.

Task 4 – Technical Specifications

A. Specifications:

PBS&J shall prepare Technical Specifications relating to proposed Improvements, as referenced in the Construction Plans. Bidding and Contract Requirements (Front Ends - Division 0 and General Requirements – Division 1) will be provided by the COUNTY. Submittals provided at the 60% and 90% GMP phases.

Task 5 – Cost Estimates

A. Construction Cost Estimate:

Preparation of a construction cost estimate for the site architectural (Including MEP, Structural), Landscape Architectural and Site Electrical improvements..

Submittals at the 60%, 90% GMP submittal phases.

Task 6 - Environmental

A. Wetland Delineation

PBS&J will field delineate the limits of wetlands within the project limits pursuant to 62-340 F.A.C. for St Johns River Water Management District (SJRWMD) and the 1987 Wetland Delineation Manual for the Department of the Army, Corps of Engineers (ACOE). The line will be field flagged and recorded using a Trimble Global Positioning System (GPS) with sub-meter accuracy. This method creates a digital file identifying the flag points which can be surveyed (by others) once the flagged lines are approved by the agency.

B. UMAM Assessment

Under 62-345, F.A.C., the SJRWMD requires a Unified Mitigation Assessment Method (UMAM) analysis be completed for wetlands proposed for impact. PBS&J shall complete a UMAM assessment for the delineated wetlands in this section of Jetta Point Park to facilitate agency review of the wetland areas. This will consist of required literature review and onsite analysis to complete the UMAM assessment sheets for inclusion in the ERP application package. ACOE has recently agreed to accept modified UMAM assessments for review of impacts and mitigation

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

proposals therefore, no Wetland Rapid Assessment Procedure (WRAP) analyses or data sheets are proposed under this scope.

C. Listed Species Surveys

Gopher Tortoise:

PBS&J will perform a 100% gopher tortoise survey in appropriate habitat within the area proposed for impact within the Jetta Point Park project area. All burrows found within the proposed impact areas will be assigned an activity class (i.e. active, inactive, abandoned), marked in the field with lath and flagging tape, and located using a sub-meter GPS unit. The results of the survey will be used to determine the options related to gopher tortoise relocation permitting if burrows are proposed for impact. The survey will also be used to develop a cost estimate for the various permitting options. A report will be prepared for submittal to the COUNTY that outlines the relocation options available based on the results of the survey and the project impact.

Gopher tortoise surveys are only valid for six months, additional surveys may be necessary prior to development if the project will not be constructed within that time frame. It is important to note that the rules related to gopher tortoise habitat impacts are currently being revised by the Florida Fish and Wildlife Conservation Commission (FWC). The gopher tortoise will be uplisted from a state Species of Special Concern to a threatened species and as such will receive more protection. It is expected that the FWC will finalize the rules for gopher tortoises in July of 2007.

Scrub Jay:

Based on preliminary site evaluations conducted by PBS&J, suitable habitat for the federally listed scrub jay exists within the Jetta Point Park project site. Because there is suitable habitat within the project site and the site falls within the consultation area for scrub jays identified by the United States Fish and Wildlife Service (USFWS), a scrub jay survey will be required during the permitting phase of this project. The USFWS has identified specific months in which to survey for scrub jays. The approved time period extends March 1st through October 31st, therefore the survey on the Jetta Point Park project site will be conducted at the earliest allowable timeframe after project commencement. A report will be prepared for submission to the COUNTY that details the results of the survey and identifies whether permitting with the USFWS will be necessary.

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

Bald Eagle:

The bald eagle nesting season in Florida starts on October 1st and extends through May 15th or until the eaglets fledge.

The USFWS has standard surveying, monitoring, and management guidelines for bald eagles nesting in Florida. The national monitoring and management guidelines are currently in the process of being revised, however the Southeast Region of the USFWS has approved interim changes related to protecting the bald eagle. The USFWS has recently abandoned the 750 foot and 1500 foot protection zones and established one buffer zone around active bald eagle nests. The buffer zone extends 660 feet around the nest site and in some cases this zone can be decreased to no less than 330 feet. The size of the buffer is determined based on the type of action proposed within the zone, the size of the project footprint, the location of similar structures in the vicinity of the nest, and the visibility of the project site from the nest tree.

One site visit during the nesting season was conducted for the onsite nest (SE-004) and the nearby areas to determine if the nest was active. No nesting activity was observed and the nest appears damaged from natural causes. If a nest or nest tree is lost due to natural causes or storm events, the buffer zone must still be applied through two subsequent complete breeding seasons. Although no activity was identified in that nest, another nest was observed in the vicinity. Coordination with USFWS will be required and site development and construction activities may be limited by the buffer zone. If the nest buffer does not impact the project site, confirmation from the USFWS will be obtained.

D. Contamination/Hazardous Waste Assessment

Jetta Point Site

Given the recent uses of this property, PBS&J shall conduct a visual inspection to evaluate any areas of impact to the land. Visual evidence of impact could be staining of the soil, area with dead or missing vegetation, discarded chemical containers, etc. PBS&J will photograph any items of significance found during the survey. PBS&J will also review file information and conduct interviews regarding the debris storage operation to determine whether any environmental impact issues were documented. PBS&J will present its findings in a letter report to the COUNTY. Included in the report will be a recommendation regarding the need for environmental media confirmation sampling and analysis to confirm any impacts. Confirmation sample collection and analysis have not been included in this proposal and can be provided as an additional service.

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

In order to prepare the existing five (5) structures at the Jetta Point site for demolition, PBS&J will arrange for an asbestos-containing material (ACMs) and lead-based paint (LBP) survey of the structures. A PBS&J subcontractor shall perform the survey under PBS&J supervision. The survey will be performed by an EPA-certified investigator. If potential ACM or LBP materials are observed during the survey then samples of the materials will be collected for laboratory analysis to confirm their presence. All samples will be analyzed by an accredited laboratory. The survey and sampling procedure will be photo documented and a report of findings will be prepared, which will be reviewed for quality control purposes by PBS&J.

Task 7 - Permitting

A. Agency Verification

PBS&J will coordinate with City of Winter Springs, City of Oviedo, Seminole County, SJRWMD and ACOE staff to verify the wetland lines.

B. Environmental Support for Environmental Resources Permit (ERP) application

PBS&J will provide environmental discussion and UMAM analyses for the Joint Application for ERP package. PBS&J will also provide responses to agency comments in up to two (2) Requests for Additional Information from each agency (SJRWMD and ACOE). PBS&J will prepare a mitigation plan and provide supporting graphics and discussion for the mitigation plan.

C. Environmental Support for City of Winter Springs Community Development Plan application and City of Oviedo Site Development application

PBS&J will provide environmental support for this application, including support for the tree removal plan and tree mitigation plan. This task includes coordination with project surveyors to determine tree species for Arbor Permit Application.

D. Listed Species Permitting

Gopher Tortoise:

PBS&J will prepare a memo report detailing the survey results, preparation and submittal of a relocation permit application to the FWC

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

(provided the site contains a suitable recipient site) and an estimated cost to perform the gopher tortoise relocation.

Scrub Jay:

If no scrub jays are found, PBS&J will prepare and submit a report to the USFWS detailing the survey efforts and the results. The USFWS will review the results of the survey and issue a letter concurring that the project will not result in impacts to the species. If scrub jays are identified within the impact area, a Habitat Conservation Plan will need to be prepared as an additional service. Scrub Jay permitting is not included.

Bald Eagle:

Coordination with USFWS will be conducted to determine if the buffer zone should be applied to eagle nest SE-004.

E. Other Permits

PBS&J will prepare and submit permit applications with accompanying Construction Plans, Technical Specifications, and other documentation as required for project permits and approvals to the permitting agencies listed below, coordinating each submittal with the COUNTY, as necessary.

City of Oviedo Site Development / Final Engineering Plans: PBS&J shall prepare and submit applicable documentation to the City of Oviedo for approval of the site/civil engineering improvements.

City of Winter Springs Preliminary / Final Site Plans: PBS&J shall prepare and submit applicable documentation to the City of Winter Springs for approval of the site/civil engineering improvements.

SJRWMD Environmental Resource Permit (ERP): PBS&J shall prepare and submit the SJRWMD Stormwater Management System Permit Application.

FDEP Water and Wastewater Systems: PBS&J shall prepare and submit the Application to Construct a Public Drinking Water System Application and Wastewater System Application to FDEP.

FDEP NPDES NOI: PBS&J will prepare and submit the NPDES NOI Application to FDEP.

SJRWMD Consumptive Use Permit: PBS&J shall prepare and submit the SJRWMD Consumptive Use Irrigation Permit Application.

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

FDOT Right-of-Way Utilization Permit: PBS&J shall prepare and submit the application for the FDOT Right-of-Way Utilization Permit. This does not include a drainage connection permit.

Task 8 – Traffic Analysis

Traffic analysis is not included in this scope of service. Traffic Analysis is currently being provided under a separate PBS&J scope of service for Jetta Point Park.

Task 9 – City of Winter Springs/Oviedo Development Approvals

A. PBS&J shall prepare and submit applications, plans and support documentation for Site Plan Approval through the City of Winter Springs and City of Oviedo Development review process. Site Plan development approval requirements included in this scope:

1. Winter Springs

- a. Preparation and attendance at one (1) Pre-application conference with City/County staff to review and discuss planned project features.
- b. Coordination and preparation of supporting plans and documentation for City of Winter Springs Preliminary Plan Submittal.
- c. Coordination and preparation of supporting plans and documentation for submittal of a City of Winter Springs Arbor Permit Application.
- d. Coordination and preparation of supporting plans and documentation for submittal of a Final Plat.
- e. Attendance at two (2) Sufficiency Review meetings with the City.
- f. Prepare two (2) Sufficiency Review Request for Additional Information (RAI) response. Provide coordination and preparation of supporting plans and documentation for one (1) Preliminary Plan Re-Submittal incorporating sufficiency review comments.
- g. Prepare PowerPoint presentation for Planning & Zoning (P&Z) meeting. Attendance at one (2) P&Z board meetings

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

(Preliminary and Final)

- h. Coordination and preparation of supporting plans and documentation for City of Winter Springs Final Plan Submittal.
 - i. Attendance at two (2) City of Winter Springs Commission meetings (Preliminary and Final). Prepare update PowerPoint presentation for meetings.
2. **City of Oviedo (Assumes < 10% deviation from City Codes and Standards with Land Use Administrator approval)**
- a. Preparation and attendance at one (1) Pre-application conference with City/County staff to review and discuss planned project features.
 - b. Coordination and preparation of supporting plans and documentation for City of Oviedo Site Development/Final Engineering Submittal – Sufficiency Review.
 - c. Coordination and preparation of supporting plans and documentation for submittal of a City of Oviedo Land Clearing, Grading and Tree Removal Permit Application.
 - d. Attendance at one (1) Sufficiency Review meeting with the City.
 - e. Prepare one (1) Sufficiency Review Request for Additional Information (RAI) response. Provide coordination and preparation of supporting plans and documentation for one (1) Site Development/Final Engineering Re-submittal incorporating sufficiency review comments.
 - f. Coordination and preparation of supporting plans and documentation for City of Oviedo Site Development/Final Engineering Submittal – Compliance Review.
 - g. Coordination and preparation of supporting plans and documentation for City of Oviedo Springs Final Plan Submittal.

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

Task 10 – Design Phase GMP Services

A. GMP Pre-construction Services

PBS&J will provide design phase GMP pre-construction services to support the COUNTY and CM as follows:

1. CM Prequalification and Selection

a. SOQ Development Support

- i. PBS&J will assist the COUNTY in the development of the SOQ, developing selection criteria and establishing minimum requirements, that is to be utilized in selection of the CM firm.

b. SOQ Review, Ranking and Selection

- i. PBS&J will assist the COUNTY in reviewing SOQs submitted by prospective CM firms. This will include verifying that SOQ submissions meet the established minimum requirements, contacting references, interviews (if required) and ranking of firms. PBS&J will assist the COUNTY in negotiating the CM's pre-construction phase services.

2. General Meetings

- a. Kickoff Meeting - Attend one (1) CM Project kickoff meeting.
(PM, Civil, Architecture – 1 meeting @ 4 hours)
- b. COUNTY Meetings - Attend meetings with the COUNTY and CM to coordinate activities with CM during the design phase (60/90/100%).
(Included in Task 2 above)
- c. Design Submittal Meetings - Attend one (1) meeting with the COUNTY and CM in each design phase (60 and 90% GMP) to discuss and evaluate the CM review of the PBS&J design review package submittals. Total two (2) meetings.
(PM, Civil, Architecture) – 2 meetings @ 4 hours)
- d. Pre-construction Conference - Prepare for, attend and conduct one pre-construction conference with the designer/architect, CM, COUNTY, Utility Owners and other agencies as required to discuss in detail the requirements and responsibilities for items such as the general contractor's responsibility for shop drawing submittal and safety, etc. PBS&J will prepare the minutes of the preconstruction conference and distribute to the list of attendees.
(PM, Civil, Architecture) – 1 meeting @ 4 hours)

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

3. Cost Estimates / Estimate Reviews / Establish GMP
 - a. Independent Estimates - PBS&J will develop an independent estimate of construction costs based on 60 and 90 GMP construction documents.
(60, 90% GMP estimates included in Task 5)
 - b. Estimate Reviews - PBS&J will review cost estimates prepared by the CM. These reviews will be conducted to assist in reconciling changes and to track conformance and changes from established budgets. PBS&J assumes that two (2) estimate reviews (at 60% and 90% GMP) will be performed. The final estimate review, at the 90% design level, will be the basis for establishing the GMP. PBS&J will assist the COUNTY in negotiating the terms of the GMP with the CM.
(Lead Disciplines – 2 reviews @ 4 hours per review)

4. 60%, 90% GMP and 100% Design Phases
 - a. Value Engineering - Respond to RFI's and alternatives submitted by CM and provide written response and/or design alternatives.
(PM – 24 hours total)
(Civil & Architecture – 40 hours total)
(Mechanical, Electrical, Structural – 16 hours total per discipline)

SCOPE OF SERVICES

ADDITIONAL SERVICES

Services authorized by the COUNTY other than those specifically listed in this Scope of Services shall be considered Additional Services, for which the COUNTY will compensate PBS&J based on an additional negotiated fee. Additional Services will include, but may not be limited to the following:

General

1. As-built drawings
2. Multiple document packages for phased construction or "fast tracking" will be subject to a renegotiation of this proposal fee. Proposal is based on a single phase design and documentation scenario.
3. All fees. The COUNTY is responsible for processing, recordation, review, application, impact, legal and permitting fees.

Civil Engineering

1. Any work associated with archaeological, biological, ecological or special environmental studies
2. Traffic Signal Design
3. Offsite Roadway Improvements
4. Offsite Lift Station, Offsite Utilities - Water, Sanitary, Reuse & Storm.
5. "Specialty" fountains and major display features.
6. FDOT drainage connection permit is not included.
7. Sinkhole Investigations

Environmental

1. ACOE has recently agreed to accept modified UMAM assessments for review of impacts and mitigation proposals therefore, no Wetland Rapid Assessment Procedure (WRAP) analyses or data sheets are proposed under this scope. Should the ACOE require another assessment method,

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

additional services will be required.

2. Gopher tortoise surveys are only valid for six months, additional surveys may be necessary prior to development if the project will not be constructed within that time frame. It is important to note that the rules related to gopher tortoise habitat impacts are currently being revised by the Florida Fish and Wildlife Conservation Commission (FWC). The gopher tortoise will be uplisted from a state Species of Special Concern to a Threatened species and as such will receive more protection. It is expected that the FWC will finalize the rules for gopher tortoises in June or July of 2007.

If the timeline for this project is such that the gopher tortoise permitting will not be conducted under the current guidelines, a modified approach may be necessary as it relates to the on-site relocation of gopher tortoises. PBS&J will keep the COUNTY notified of the FWC gopher tortoise rule changes that would affect this project. The cost proposed to conduct the tasks related to gopher tortoises are based upon the current FWC rules and it may be necessary to revise the scope and budget following the implementation of the new rules.

Because the cost to relocate the tortoises cannot be determined until the surveys are completed, a cost to relocate the animals is not included. If the onsite or contiguous area is not suitable for relocation, a separate scope of services to find an alternate recipient site will be provided at that time.

3. Mitigation implementation is not included under this scope of services for wetlands or listed species.

Architecture

1. Assumes implementation of Architectural structures at Jetta Point Point Park. Additional services required for implementation of prototypes on additional sites.
2. Architectural, MEP/FP or structural design tasks are inclusive of all work within a 5' envelope surrounding the building.
3. Building Management System (BMS) Design is not included as part of this proposal.
4. Presentation drawings are limited to those needed to communicate the design intent. 3-D renderings or computer generated "fly-through's" are not included as part of this fee proposal, but can be provided as an additional service.

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

5. LEEDS certification is assumed to not be included in this scope.
6. Fire protection systems and sprinklers are not included in this scope but can be provided as an additional service.
7. Design services for emergency generators or fire protection pump design is not included.
8. Services other than indicated in this Scope of Services

Lift Station Design

1. Pump station will be owned by the COUNTY parks department.
2. Scope of Services assumes emergency back-up power and remote status monitoring is not required.
3. Proposal assumes permitting for Lift Station at Jetta Point Park.

Geotechnical Services

1. All Geotechnical Engineering Services are not included in this agreement and will be provided by the COUNTY.

Survey Services

1. All Survey Services are not included in this agreement and will be provided by the COUNTY.

Construction Services

1. Construction Phase Services are not included in this agreement
2. Construction Services other than indicated in this Scope of Services

TABLE OF DELIVERABLES

<u>Task 1 - Administration</u>	<u>COPIES</u>
• Final Design Project Schedule	3 Copies
<u>Task 3 – Construction Documents Phase</u>	
• Final Drainage Calculations (Signed & Sealed)	3 Copies
• COUNTY/PBS&J Plan Review Submittals 60/90/100 <ul style="list-style-type: none">○ Paper sets: Half Size	20 Copies
• Final Construction Plans <ul style="list-style-type: none">○ Paper sets: Full Size 22” x 34” Signed & Sealed○ Reproducible – Mylar, Full Sized○ Digital Files – AutoCAD Plans and Specifications	20 Copies 20 Copies
<u>Task 4– Technical Specifications</u>	
• Draft Technical and Special Provisions (60%)	5 Copies
• Final Technical and Special Provisions (90% GMP/100%)	20 Copies
<u>Task 5 – Cost Estimates</u>	
• 60% and 90% GMP Construction Estimate	5 Copies
<u>Task 6 – Environmental Services</u>	
• Contamination/Hazardous Waste Assessment (If required)	5 Copies
<u>Task 7 – Permitting</u>	
• Listed Species Permitting memo report	5 Copies
<u>Task 9 – City of Winter Springs/Oviedo Development Approval</u>	
1. Winter Springs	
• City of Winter Springs Preliminary Plan Submittal	29 Copies
• Sufficiency RAI response Preliminary Plan Re-Submittal	29 Copies

Jetta Point Park Recreational Complex
PBS&J Scope of Services
October 24, 2007

- City of Winter Springs Final Plan Submittal 37 Copies

2. City of Oviedo

- Site Development/Final Engineering Submittal – Sufficiency Review 20 Copies
- Sufficiency (RAI) Site Development/Final Engineering Re-submittal 20 Copies
- Site Development/Final Engineering Submittal – Compliance Review 25 Copies

Task 10 – Design Phase GMP Services

- Cost Estimate Reviews - 60%, and 90% GMP submittal phases. As Required
- RFI/Value Engineering Responses As Required

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

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

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

Work Order Amount: _____ DOLLARS (\$ _____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

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

October 5, 2007

PBS&J Billing Rates By Grade Level - Seminole County Architectural and Engineering Services for Design and Construction Administration of Jetta Park PS-2084-07/LKR

		Multiplier= 2.9082	
<u>Grade Level</u>	<u>Position Titles</u>	<u>2007 Raw Hourly Rate \$/hr</u>	<u>2007 Hourly Billing Rate \$/hr</u>
N1 and N2	Rodperson I, Trainee	9.74	28.33
N3	Technical Aide I	12.33	35.86
N4	Rodperson II, Drafter I	12.58	36.59
N5	Instrument Operator I, Technician Aide II	13.35	38.82
N6	Interior Designer I, Drafter II	15.63	45.46
N7	Instrument Operator II, Cadd Technician I, Technician I	16.25	47.26
N8	Party Chief II,	18.44	53.63
N9	Sr. Technician I, Administrative Assistant, Party Chief II, Sr. CADD Technician, Sr. Drafter II, Sr. Tech. Estimator/Scheduler	22.26	64.74
N10	Designer, CADD Designer/Technician, Sr. Technician II, Sr. Party Chief, Sr. Field Representative, Sr. Graphics Coordinator	23.98	69.74
N11	CADD Designer, Sr. Party Chief II, Sr. Filed Rep. II, Designer II	31.81	92.51
E10	Engineer I, Technical Professional I, Tech. Coordinator I, Estimator/Scheduler, GIS Analyst, Sr. CADD Designer/Operator, Sr. Designer I, Property Acquisition Agent I	22.02	64.04
E11	Engineer II, Technical Professional II, GIS Analyst II, Sr. CADD Designer, ITS Analyst, Sr. Designer II, CADD Supervisor, Technical Coordinator II, Property Acquisition Agent II	29.74	86.48
E12	Sr. Engineer I, Sr. Technical Professional I, Sr. Tech. Coordinator I, GIS/ITS Specialist I, Sr. Designer III, Survey Manager I, Sr. Estimator/Scheduler I	34.62	100.68
E13	Sr. Technical Coordinator II, Sr. Property Acquisition Agent II, ITS Specialist II, Sr. Technical Coordinator II	38.31	111.41
E14	Sr. Engineer II, Sr. Technical Professional II, Sr. Surveyor II, Sr. Estimator/Scheduler II, Sr. Property Acquisition Agent III, Sr. GIS Specialist, Survey Manager II	42.00	122.14
E15	Sr. Engineer III, Sr. Technical Professional III, Sr. Property Acquisition Agent IV, Sr. Project Manager, Program Manager, Resident Engineer	51.71	150.38
E16	Sr. Engineer IV, Sr. Technical Professional IV, Sr. Program Manager, Division Manager, Sr. Resident Engineer, Project Director	55.02	160.01
E17 and above	Principal Technical Professional, Sr. Division Manager	74.81	217.56

PBS&J has an extensive list of titles. These titles are categorized into Grade Levels. Levels N1 to N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 times the regular rate. The term "Technical Professionals" refers to Architects, Engineers, Landscape Architects, Planners, Scientists, Surveyors, etc.

Current Audited Overhead Rate = 2.622 , use 2.62	2.6200
Contract Margin Rate @ 11%	0.2882
Total Contract Multiplier	2.9082

Client: Seminoles County
 Project: Jettie Point Park
 Task Authorization: FS-2004-071LR
 Activity Sheet: Summary

Project Number/Budget Summary
 Labor Budget: 2,932
 Subcontract Budget: 1,00
 Research Budget: 100

PBS&J

Classification/Category	FBS&J Level/Expense Unit	Raw Unit Rate	Project Administration	Project Meetings	Construction Documents/Specs	Cost Estimates	Geotechnical	Environmental Sciences and Contamination	Permitting	Survey	Development/Review	Pre-Construction GMP Services	Construction Services	Expenses	Total Hours	Cost	Multiplied Cost
E-17	E-17	\$ 74.81	0	0	0	0	0	0	0	0	0	0	0	0	2	\$ 150	\$ 456
E-16	E-16	\$ 55.02	80	174	40	18	0	12	0	0	64	52	0	0	440	\$ 24,208	\$ 70,405
E-15	E-15	\$ 51.71	36	68	65	17	0	130	28	0	10	172	0	0	528	\$ 27,587	\$ 139,565
E-14	E-14	\$ 42.00	100	60	238	244	0	176	60	0	50	52	0	0	528	\$ 22,336	\$ 21,900
E-13	E-13	\$ 38.31	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
E-12	E-12	\$ 34.62	6	16	335	116	0	0	0	0	2	30	0	0	569	\$ 19,689	\$ 57,289
E-11	E-11	\$ 29.74	0	0	1503	20	0	158	80	0	40	2	0	0	1891	\$ 55,592	\$ 156,789
E-10	E-10	\$ 22.02	12	10	518	0	0	80	0	0	0	0	0	0	647	\$ 14,247	\$ 41,433
R-10	R-10	\$ 25.98	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
R-9	R-9	\$ 22.28	40	10	565	0	0	0	17	0	40	6	0	0	678	\$ 15,082	\$ 43,881
N-8	N-8	\$ 19.44	0	0	100	0	0	0	0	0	0	0	0	0	100	\$ 1,944	\$ 5,833
N-7	N-7	\$ 16.25	0	0	100	0	0	0	0	0	0	4	0	0	194	\$ 3,153	\$ 9,170
N-6	N-6	\$ 15.63	0	0	25	0	0	0	0	0	0	0	0	0	25	\$ 391	\$ 1,197
N-5	N-5	\$ 13.35	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
N-4	N-4	\$ 12.58	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
N-3	N-3	\$ 9.74	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
N-2	N-2	\$ 9.74	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
N-1	N-1	\$ 51.81	0	0	512	0	0	0	60	0	40	0	0	0	652	\$ 33,948	\$ 58,466
Total Hours by Task			274	338	420	415	0	562	301	0	286	318	0	0	7014	\$ 242,354	\$ 704,915
Labor Expense			\$ 11,826	\$ 16,696	\$ 139,187	\$ 16,728	\$ 0	\$ 21,533	\$ 10,801	\$ 0	\$ 10,441	\$ 15,226	\$ 0	\$ 0	\$ 0	\$ 242,354	\$ 704,915
Multiplied Labor Expense			\$ 24,392	\$ 48,294	\$ 404,769	\$ 48,648	\$ 0	\$ 62,622	\$ 31,411	\$ 0	\$ 30,355	\$ 44,393	\$ 0	\$ 0	\$ 0	\$ 24,392	\$ 48,785
SUBCONTRACT EXPENSE BY TASK																	
OCI Associates			0	0	20500	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
Purity Environmental			0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
Proluf Designs			0	0	11000	0	0	1500	0	0	0	0	0	0	0	\$ 1,500	\$ 1,500
HCS			0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
SUBCONTRACT EXPENSE			\$ 0	\$ 0	\$ 47,650	\$ 0	\$ 0	\$ 1,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,500	\$ 1,500
MULTIPLIED SUBCONTRACT EXP			\$ 0	\$ 0	\$ 47,650	\$ 0	\$ 0	\$ 1,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,500	\$ 1,500
REIMBURSABLE EXPENSE BY TASK																	
See Attached			0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
REIMBUR EXPENSE			0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
MULTIPLIED REIMBUR EXP			0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0
EST PROJECT EXPENSES			\$ 24,392	\$ 48,294	\$ 451,825	\$ 48,648	\$ 0	\$ 64,122	\$ 31,411	\$ 0	\$ 30,355	\$ 47,393	\$ 0	\$ 0	\$ 0	\$ 37,480	\$ 74,255

Truth in Negotiations Certificate

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

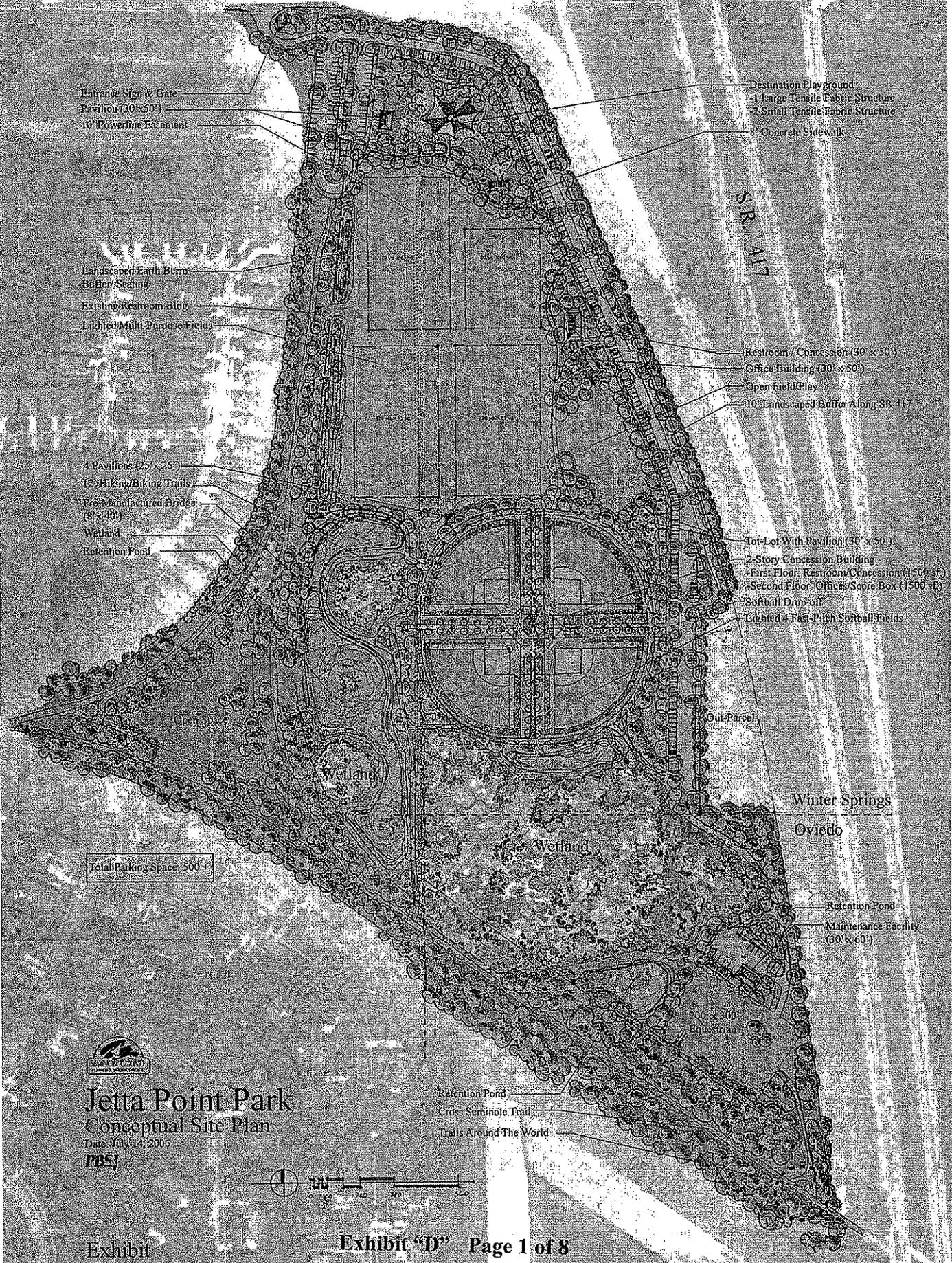
* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

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

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

(End of certificate)

S.R. 419 & S.R. 434



Jetta Point Park
 Conceptual Site Plan

Date: July 14, 2006

PBSJ



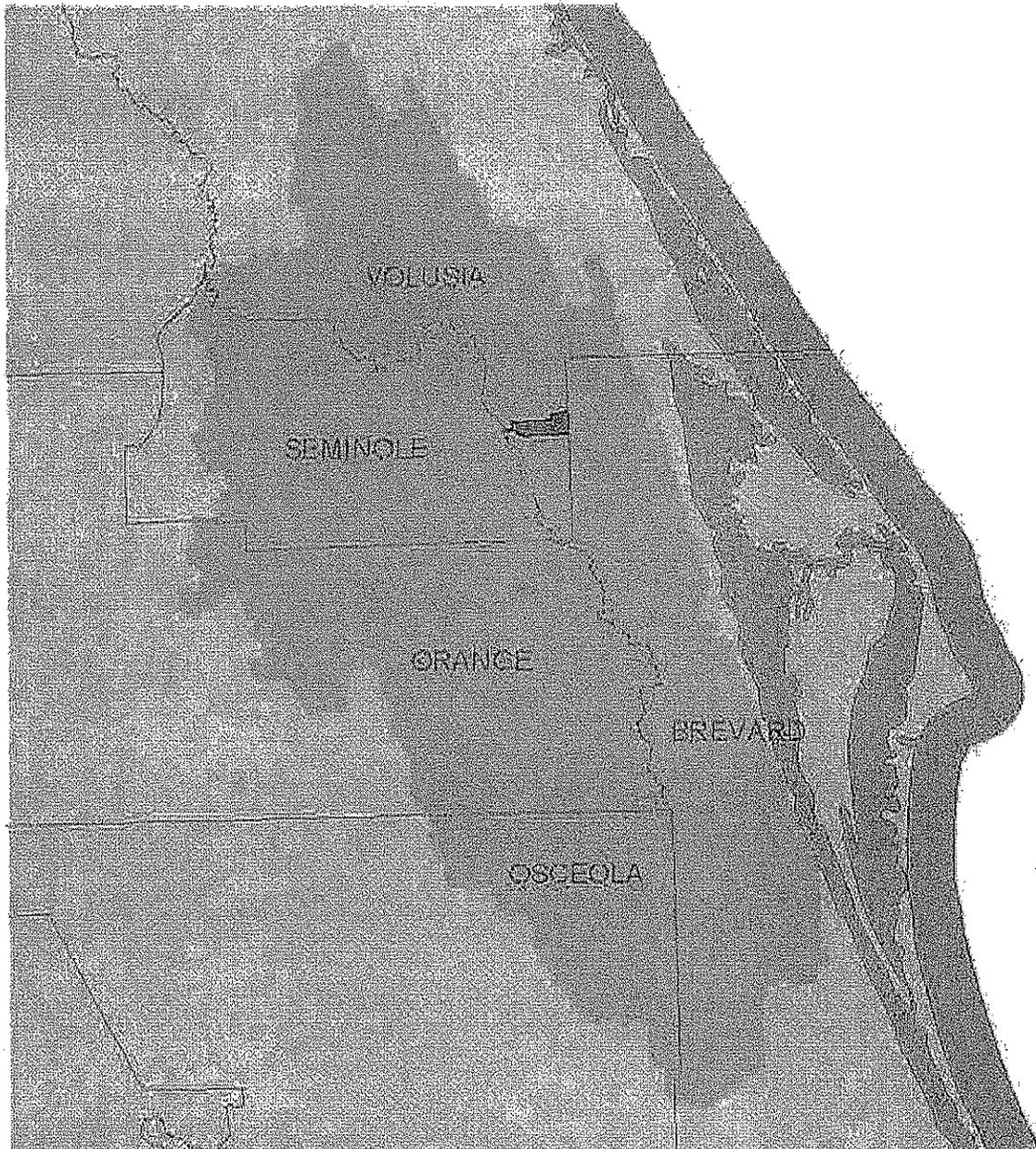


Scale: 1" represents 200'
Exhibit Date: 6/19/06

Jetta Point
Seminole County, Florida
Exhibit "D" Page 2 of 8



PBSJ

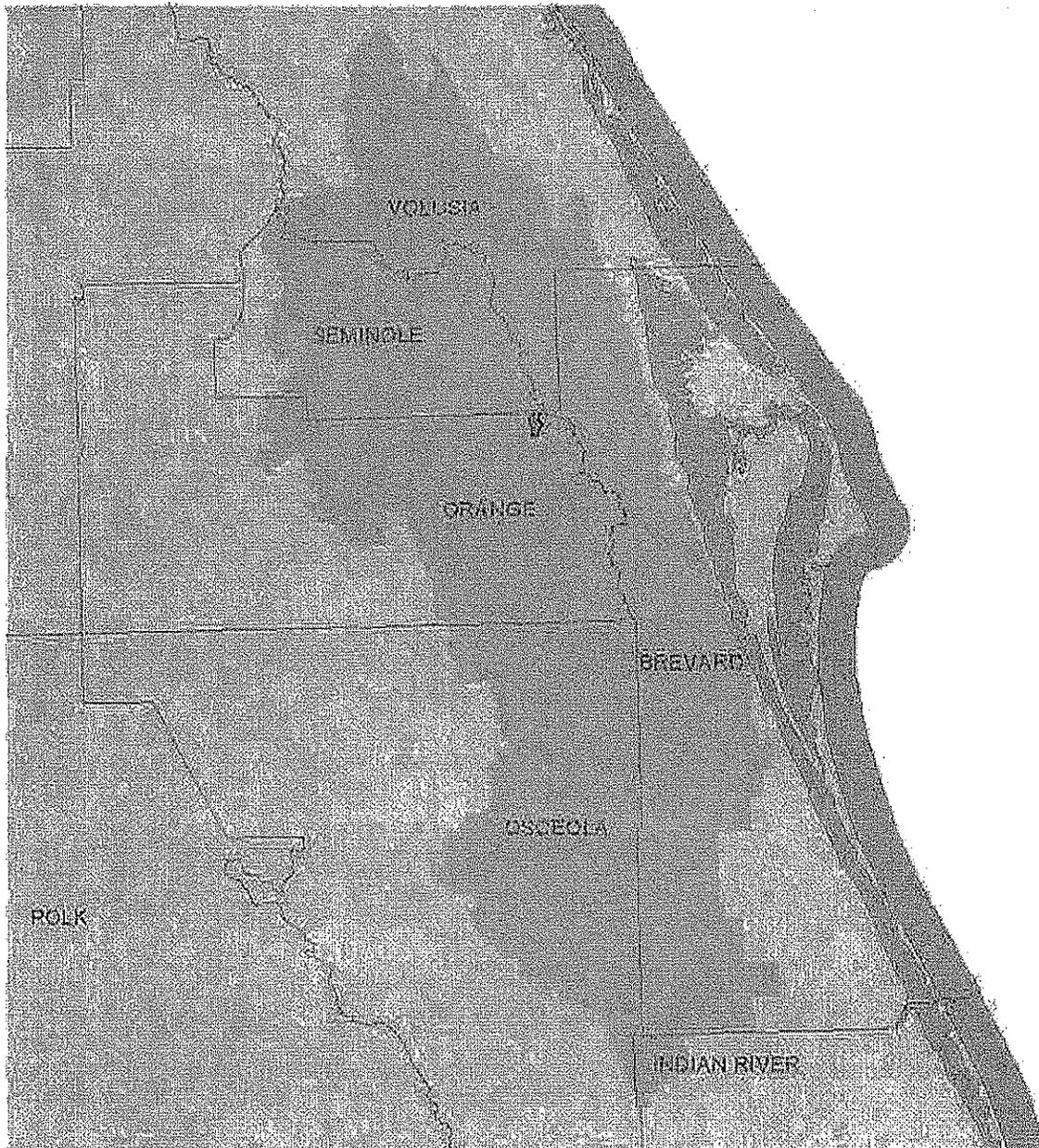


**Colbert-Cameron Mitigation Bank (in Volusia Co.)
and Mitigation Service Area (pink)**

This map was prepared by FDEP to represent the general location of the mitigation bank and service area. Precision of scale, locations or names is not guaranteed.



Department of Environmental Protection
Bureau of Submerged Land and Environmental Resources; Prepared by V. Tauxe on 4-14-01
(850) 488-0130

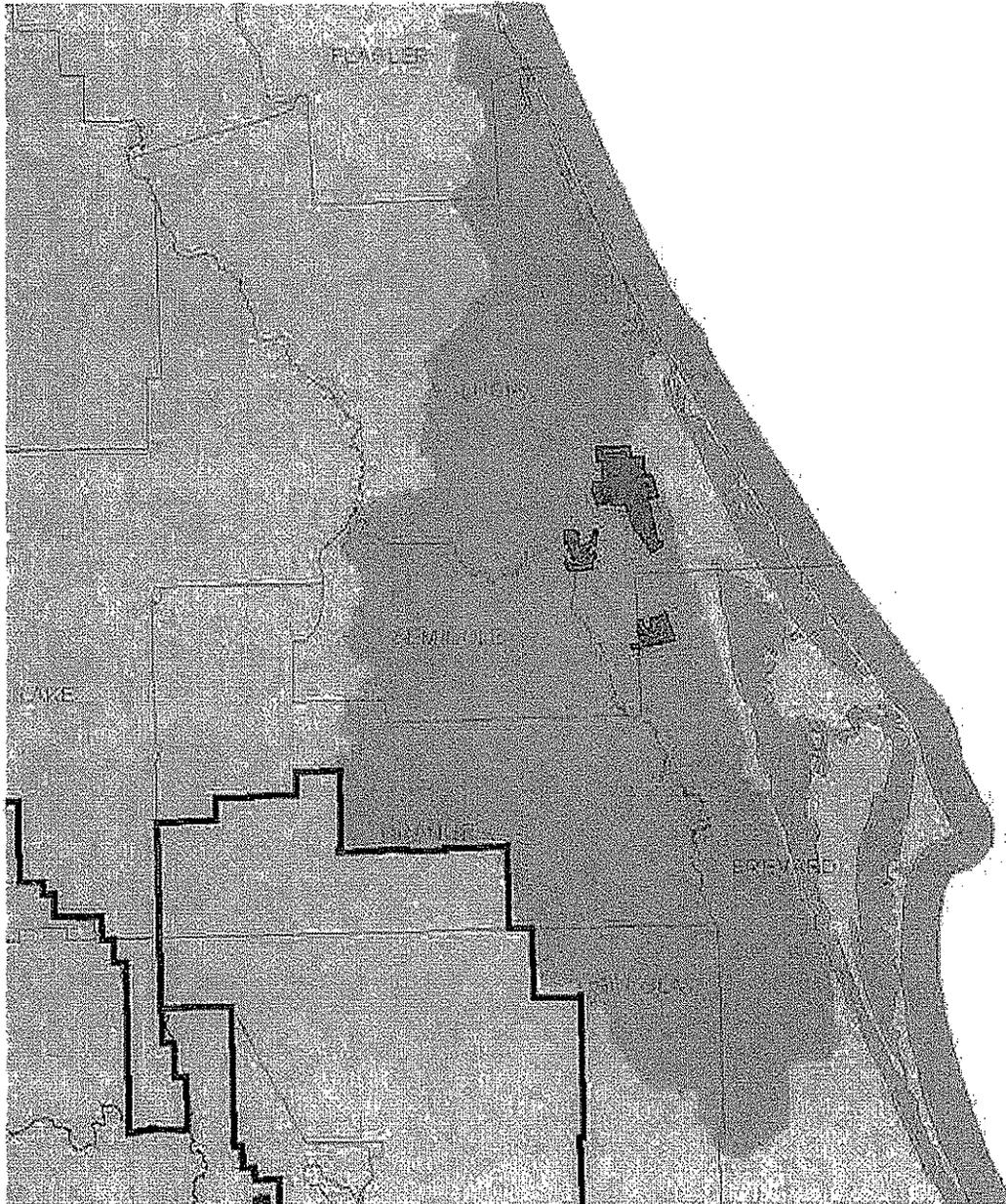


**East Central Mitigation Bank (in Orange Co.)
and Mitigation Service Area (violet)**

This map was prepared by FDEP to represent the general location of the mitigation bank and service area. Precision of scale, locations or names is not guaranteed.



Department of Environmental Protection
Bureau of Submerged Land and Environmental Resources; Prepared by V. Tauxe on 4-14-01
(850) 488-0130



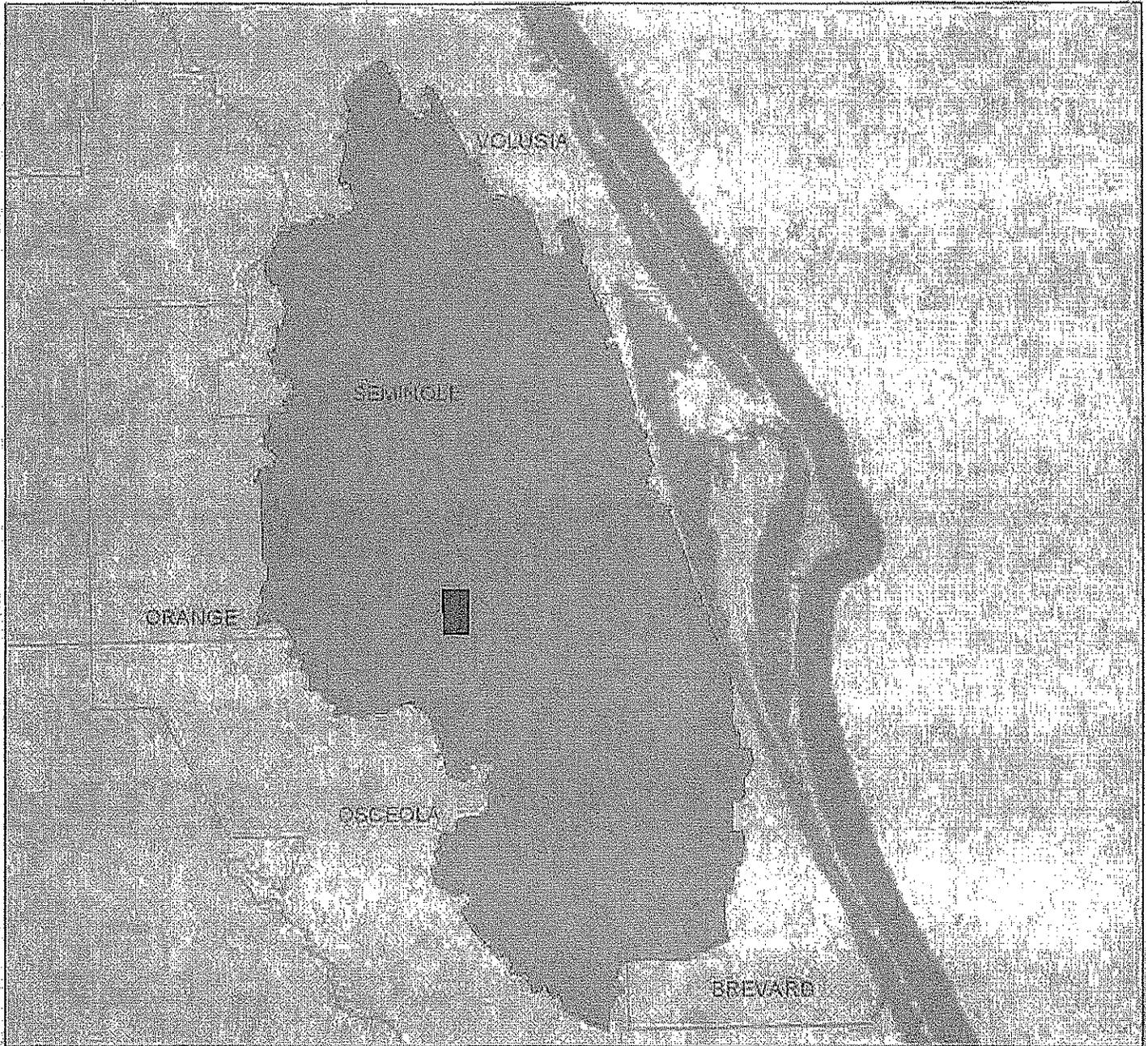
**Farmton Mitigation Bank (in Volusia and Brevard Co.)
and Mitigation Service Area (blue)**

This map was prepared by FDEP to represent the general location of the mitigation bank and service area.

Precision of scale, locations or names is not guaranteed.



Department of Environmental Protection
Bureau of Submerged Land and Environmental
Resources: Prepared by V. Tauxe on 4-14-01
(850) 488-0130



T-M Econ Mitigation Bank (in Orange Co.) and Mitigation Service Area (violet)



This map was prepared by FDEP
to represent the general locations of
state permitted mitigation banks.
Precision of scale, locations or
names is not guaranteed.



Department of Environmental Protection
Submerged Lands and Environmental Resources
Prepared by V. Fauze on 4/85
1850 240-3474



FLORIDA NATURAL AREAS INVENTORY
1018 Thomasville Road, Suite 200-C
Tallahassee, FL 32303
(850) 224-8207, FAX (850) 681-9364



January 2004

Seminole County Summary

Page 1

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
<u>FISH</u>					
<i>Ameiurus brunneus</i>	Snail Bullhead	G4	S3	N	N
<i>Petromyzon marinus</i>	Sea Lamprey	G5	SNA	N	N
<i>Pteronotopis welaka</i>	Bluenose Shiner	G3G4	S4	N	LS
<u>AMPHIBIANS</u>					
<i>Notophthalmus perstriatus</i>	Striped Newt	G2G3	S2S3	N	N
<i>Rana capito</i>	Gopher Frog	G3	S3	N	LS
<u>REPTILES</u>					
<i>Alligator mississippiensis</i>	American Alligator	G5	S4	T(S/A)	LS
<i>Drymarchon couperi</i>	Eastern Indigo Snake	G3	S3	N	LT
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	LS
<i>Pituophis melanoleucus mugitus</i>	Florida Pine Snake	G4T3?	S3	N	LS
<i>Stilosoma extenuatum</i>	Short-tailed Snake	G3	S3	N	LT
<u>BIRDS</u>					
<i>Accipiter cooperii</i>	Cooper's Hawk	G5	S3	N	N
<i>Aimophila aestivalis</i>	Bachman's Sparrow	G3	S3	N	N
<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	G2	S2	LT	LT
<i>Aramus guarana</i>	Limpkin	G5	S3	N	LS
<i>Ardea alba</i>	Great Egret	G5	S4	N	N
<i>Buteo brachyurus</i>	Short-tailed Hawk	G4G5	S1	N	N
<i>Egretta caerulea</i>	Little Blue Heron	G5	S4	N	LS
<i>Egretta thula</i>	Snowy Egret	G5	S3	N	LS
<i>Egretta tricolor</i>	Tricolored Heron	G5	S4	N	LS
<i>Elanoides forficatus</i>	Swallow-tailed Kite	G5	S2	N	N
<i>Eudocimus albus</i>	White Ibis	G5	S4	N	LS
<i>Falco columbarius</i>	Merlin	G5	S2	N	N
<i>Falco peregrinus</i>	Peregrine Falcon	G4	S2	N	LE
<i>Falco sparverius paulus</i>	Southeastern American Kestrel	G5T4	S3	N	LT
<i>Grus canadensis pratensis</i>	Florida Sandhill Crane	G5T2T3	S2S3	N	LT
<i>Haliaeetus leucocephalus</i>	Bald Eagle	G4	S3	LT	LT
<i>Ixobrychus exilis</i>	Least Bittern	G5	S4	N	N
<i>Laterallus jamalcensis</i>	Black Rail	G4	S2	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LE	LE
<i>Nyctanassa violacea</i>	Yellow-crowned Night-heron	G5	S3	N	N
<i>Nycticorax nycticorax</i>	Black-crowned Night-heron	G5	S3	N	N
<i>Pandion haliaetus</i>	Osprey	G5	S3S4	N	LS*
<i>Picoides villosus</i>	Hairy Woodpecker	G5	S3	N	N
<i>Plegadis falcinellus</i>	Glossy Ibis	G5	S3	N	N
<u>MAMMALS</u>					
<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat	G3G4	S2	N	N
<i>Mustela frenata peninsulae</i>	Florida Long-tailed Weasel	G5T3	S3	N	N
<i>Neofiber alleni</i>	Round-tailed Muskrat	G3	S3	N	N
<i>Podomys floridanus</i>	Florida Mouse	G3	S3	N	LS
<i>Sciurus niger shermani</i>	Sherman's Fox Squirrel	G5T3	S3	N	LS
<i>Trichechus manatus</i>	Manatee	G2	S2	LE	LE
<i>Ursus americanus floridanus</i>	Florida Black Bear	G5T2	S2	N	LT*
<u>INVERTEBRATES</u>					

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
<u>INVERTEBRATES</u>					
<i>Aphaestracon monas</i>	Wekiwa Hydrobe	G1	S1	N	N
<i>Aphaestracon theiocrenetum</i>	Clifton Springs Hydrobe	G1	S1	N	N
<i>Cincinnatia ponderosa</i>	Sanlando Spring Siltsnail	G1	S1	N	N
<i>Cincinnatia wekiwae</i>	Wekiwa Siltsnail	G1	S1	N	N
<i>Procambarus acherontis</i>	Orlando Cave Crayfish	G1G2	S1	N	N
<u>PLANTS</u>					
<i>Carex chapmanii</i>	Chapman's Sedge	G3	S3	N	LE
<i>Centrosema arenicola</i>	Sand Butterfly Pea	G2Q	S2	N	LE
<i>Cucurbita okeechobeensis</i>	Okeechobee Gourd	G1	S1	LE	LE
<i>Dennstaedtia bipinnata</i>	Hay Scented Fern	G4	S1	N	LE
<i>Illicium parviflorum</i>	Star Anise	G2	S2	N	LE
<i>Lechea cernua</i>	Nodding Pinweed	G3	S3	N	LT
<i>Ophioglossum palmatum</i>	Hand Fern	G4	S2	N	LE
<i>Salix floridana</i>	Florida Willow	G2	S2	N	LE
<u>NATURAL COMMUNITIES</u>					
Aquatic cave		G3	S3	N	N
Baygall		G4	S4	N	N
Blackwater stream		G4	S3	N	N
Bottomland forest		G4	S3	N	N
Depression marsh		G4	S4	N	N
Floodplain swamp		G4	S4	N	N
Hydric hammock		G4	S4	N	N
Sandhill		G3	S2	N	N
Scrub		G2	S2	N	N
Scrubby flatwoods		G3	S3	N	N
Spring-run stream		G2	S2	N	N
Wet flatwoods		G4	S4	N	N
Xeric hammock		G3	S3	N	N
<u>OTHER ELEMENTS</u>					
Geological feature		GNR	SNR	N	N

Total count:

Number of tracked elements: 68
Number of distinct occurrences: 110