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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Professional Services: PS-2404-07/BJH - Final Design Services for CR 426 Safety Improvements -Division Street to SR 46.

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** David Santiago

**EXT:** 7106

**MOTION/RECOMMENDATION:**

Approve the negotiated rates and award PS-2404-07/BJH – Final Design Services for CR 426 Safety Improvements – Division Street to SR 46 with Earth Tech Consulting, Inc., of Orlando (\$700,000.00 estimated usage amount over the term of the Agreement).

County-wide

Ray Hooper

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**BACKGROUND:**

PS-2404-07/BJH will provide professional services for final and post design services for the construction of an 8-foot shoulder (5-foot paved) along both sides of CR 426 (Division Street to SR 46) as needed and 1-foot pavement widening on both sides as necessary within the project limits. These improvements may include, but are not limited to, drainage, safety, utilities, driveway connections, unsignalized pedestrian crossings of intersecting roadways and ADA access along the proposed corridor under an LAP Agreement with FDOT.

On December 11, 2007, the Board approved the ranking and authorized staff to negotiate with Earth Tech Consulting, Inc. of Orlando, the top ranked firm. The Award Agreement includes the negotiated rates as Exhibit C. The term of the Agreement will be for five (5) years with two renewal periods not to exceed one (1) year each. 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. 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-2404-07/BJH – Final Design Services for CR 426 Safety Improvements – Division Street to SR 46 with Earth Tech Consulting, Inc., of Orlando (\$700,000.00 estimated usage amount over the term of the Agreement).

**ATTACHMENTS:**

1. PS-2404-07\_BHJ Award Agreement with Earth Tech Consulting, Inc.

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**CONSULTANT SERVICES AGREEMENT (PS-2404-07/BHJ  
FINAL DESIGN SERVICES FOR C.R. 426 SAFETY IMPROVEMENTS AND  
SHOULDER CONSTRUCTION FROM DIVISION STREET TO S.R. 46**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **EARTH TECH CONSULTING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 30 S. Keller Road, Suite 500, 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 final design services for C.R. 426 safety improvements and shoulder construction from Division Street to S.R. 46 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 final design services for C.R. 426 safety improvements and shoulder construction from Division Street to S.R. 46 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 (including Appendix A - Expanded Scope of Services) and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific

project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

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

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

**SECTION 6. 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:

Public Works  
520 W. Lake Mary Blvd., Suite 200  
Sanford, FL 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 7. 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, examina-

tion, 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 8. 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 9. 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 10. 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 11. 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 12. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure

that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 13. 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 14. 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 15. 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 16. 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 17. 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 18. INSURANCE.**

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

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability 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 19. 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.

(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 20. 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 21. 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 22. 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 23. 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 24. 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 com-

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

**SECTION 26. 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 27. 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 28. 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:**

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

**For CONSULTANT:**

Earth Tech Consulting, Inc.  
30 S. Keller Road, Suite 500  
Orlando, FL 32810

**SECTION 29. 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.

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

ATTEST: EARTH TECH CONSULTING, INC.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
DAVID W. GORDON, P.E.,  
Vice-President

(CORPORATE SEAL)

Date: \_\_\_\_\_  


ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AEC/lpk/sjs  
1/2/08; 1/4/08  
P:\Users\Legal Secretary CSB\Purchasing 2008\PS-2404-07 - Earth Tech Consulting.doc

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

**Exhibit A**  
**C.R. 426 Shoulder Improvements**  
**Division Street to SR 46**  
**CIP # 1916-52**  
**FP ID: 419679-1**

<p><b>Scope of Services</b> <b>Preliminary Engineering, Design &amp; Permitting</b></p>
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**A. PURPOSE AND INTENT**

Seminole County (**COUNTY**) wishes to select a FDOT Prequalified Professional Engineering Firm (**CONSULTANT**) to provide professional engineering design services for this FDOT LAP Project (FPN No. 419679-1-38-01). The design services are in connection with constructing shoulders along both sides of approximately 2.0 miles of County Road 426 from Division Street to SR 46.

The purpose of this document is to inform prospective **CONSULTANTS** that the **COUNTY** intends to design and construct shoulder including 5' paved along both sides of County Road 426 as needed. This document defines the scope of work and the responsibilities of the **CONSULTANT** and it provides a non-exclusive summary of technical requirements and necessary professional services. Our purpose is to achieve a quality design in a timely manner from competent professionals providing construction documents.

**B. PROJECT DESCRIPTION**

The project is located in Seminole County with a small segment in the city limits of Oviedo. This project consists of addition of 5' paved shoulder and the widening 8-foot shoulders as needed. Additionally, the mainline roadway will be widened to 12' as deemed necessary for increased safety. Lastly, this project includes the mainline milling and resurfacing of the existing pavement. These improvements may include but are not limited to shoulder construction, drainage, pavement striping, utility relocations, driveway connections, right-of-way acquisition, milling and resurfacing, and ADA access along the proposed corridor in areas of existing sidewalk. It is anticipated that some additional right-of-way will be required, as justified.

**C. GENERAL PROJECT REQUIREMENTS**

**1.0 Project Invoicing**

When invoicing, the **CONSULTANT** is to submit an invoicing distribution consistent with the primary categories of the Scope of Services. Direct expenses shall be separately listed. Each month's invoice is to indicate the following minimum data:

- Invoice Number
- Contract amount
- Percent (%) complete for each category (to date)
- Previous percent (%) complete for each category
- An overall project percent (%) complete (to date)
- An overall earned amount (to date)
- Total retainage to date
- The previous invoice amount (incl. retainage)
- Amount earned this invoice
- Less retainage (current invoice)
- Amount due this invoice

- County Contract Number & FDOT Contract Number
- Project Identification & Limits.

## **2.0 Consultant Personnel**

The **CONSULTANT**'s work is to be performed by the key personnel at the office location identified in the technical/fee proposal submitted by the **CONSULTANT**. Prior to any changes in the indicated personnel or the **CONSULTANT**'s office-in-charge of the work, as identified in the **CONSULTANT**'s Proposal, these changes will be reviewed and approved by the **COUNTY**.

## **3.0 Project Related Correspondence**

The **CONSULTANT** will furnish copies of all correspondence, telephone memorandums, fax's, maps, exhibits, etc. between the **CONSULTANT** and any party regarding this project. This information is to be forwarded to the **COUNTY**'s Project Manager within one (1) week of the contact with these parties.

The **CONSULTANT** is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project. Upon completion of the study, the **CONSULTANT** shall deliver to the **COUNTY**, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

## **4.0 Professional Endorsement**

The **CONSULTANT** will provide the **COUNTY** with a final copy of all design documents with his/her professional endorsement (seal/signature as appropriate) on every sheet of the record print sets, computations, maps, exhibits and any other professional work shown on the endorsed sheets produced by the **CONSULTANT**. The original set of plans shall have the title block placed on each sheet, and the raised seal and original signature shall be placed on the Key Map.

## **5.0 Supplemental Services**

Fees and associated time for completion of additional work that is determined by the **COUNTY** to be extraordinary to the accomplishment or requirements of the original work contemplated in the scope of services may be negotiated as an extension of the man-hour and fee proposal within the approved design services Agreement utilizing man-hour unit price basis from the current fee proposal for similar work. Supplemental work for tasks not contemplated in the Scope of Services can be negotiated as a formal amendment to the original design services Agreement. The executed work order will authorize the additional work to begin.

## **6.0 Legal Proceedings**

The **CONSULTANT** will serve as an expert witness in legal proceedings, if requested by the **COUNTY**. The fee for these services will be established if and when these services are requested.

## **7.0 County Responsibility**

The **COUNTY** shall provide the following:

- Project Manager who will provide administrative and technical coordination for the **COUNTY**
- Relevant design correspondence on file
- Assistance with the application process for environmental permits.

## **8.0 Subcontractor Services**

The variety of the professional services required to successfully design the project makes it desirable, if not necessary, for the **CONSULTANT** to subcontract portions of the work (e.g., aerial photography). The **CONSULTANT** is authorized to subcontract these services to a FDOT Prequalified Subconsultant under the provisions of this document. However, a minimum of 50% of the total contract man-hours specified for work described in the Scope of Services must be performed by the prime **CONSULTANT**. The subcontracting firms must be approved by the **COUNTY** prior to initiation of their work on this project.

Coordination of SUBCONSULTANT services is the responsibility of the CONSULTANT. The CONSULTANT shall be fully responsible for the satisfactory performance of all subcontracted work. All work shall be reviewed by the CONSULTANT prior to delivery to the COUNTY.

#### **D. SCOPE OF WORK REQUIREMENTS**

The CONSULTANT will provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, agency permits, bid documents, and related professional services to design C.R. 426 Shoulder improvements from Division Street to SR 46.

Final design plans will be prepared consistent with COUNTY and the FDOT requirements. The CONSULTANT will prepare all documents necessary to successfully permit the project through regulatory agencies and to publicly bid and construct the project according to the design and permits. The final construction design developed by the CONSULTANT shall be the best solution to a given problem and not merely an adherence to the minimum FDOT, AASHTO, or County standards.

The CONSULTANT will submit a **man-hour and fee proposal** for the required services, including SUBCONSULTANT services and direct expenses. With this proposal, the CONSULTANT will provide a Project Schedule, as described in Section 1.2 of Appendix A.

The professional services for the design services included within this Scope of Services can be generally grouped into the following eight (8) primary categories:

1. **Administration**
2. **Surveys**
3. **Final Design & Specifications**
4. **Environmental & Regulatory Permitting**
5. **Utility Coordination and Relocation**
6. **Local Government, FDOT, & Other Agency Coordination**
7. **Deliverables / Phase Submission Documents**

Please refer to the **Appendix A** for a description of each task within these eight (8) elements. These descriptions provide a non-exclusive summary of the specific tasks within this Scope of Services and are the minimum criteria for project performance and execution.

# APPENDIX A

## Expanded Scope of Services

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### 1.0 Administration

#### 2.1 Project Initiation/Notice to Proceed

The **CONSULTANT** will prepare for and attend a Kick-off Meeting with the **COUNTY**'s Project Manager, staff and others as determined by the **COUNTY**. At this meeting, the **COUNTY** and key members of the **CONSULTANT**'s team will set the final parameters for the project. The executed work order will serve as the Notice to Proceed.

#### 2.1 Project Schedule

As part of the man-hour and lump-sum fee proposal, the **CONSULTANT** will provide a Project Schedule, identifying the timetable for execution and completion of all elements of the Scope of Work. The schedule will identify major tasks, duration and task relationships. An electronic submittal, compatible with *MS Project* is required. This schedule will indicate both projected and actual completion dates. The **CONSULTANT** will send the **COUNTY**'s Project Manager an e-mail update of the *MS Project* compatible schedule monthly.

#### 2.1 Project Status Meetings

The appropriate members of the **CONSULTANT**'s team will attend periodic meetings [up to three (3)] with the **COUNTY**'s Project Manager and staff to discuss the project's progress, status and other activities. The purpose of these meetings is to maintain clear communication between the **COUNTY** and the **CONSULTANT**'s team. The **CONSULTANT** will prepare minutes from these meetings, and distribute these minutes within ten (10) days following each meeting.

The **CONSULTANT** will communicate with the **COUNTY** bi-weekly, via email, the project's progress and issues.

#### 2.1 Coordination Meetings

The **CONSULTANT** will be required to meet with various project stakeholders to discuss the project and receive input. The **CONSULTANT** should plan to attend at least four (4) such meetings. The **CONSULTANT** may be called upon to provide maps, plans sheets, audio-visual displays and similar material for these meetings.

#### 2.1 Public Involvement

The purpose of a public involvement element is to ensure that the community is involved in the project development and decision making process so that the **COUNTY** can develop a project that not only meets the pedestrian needs of the area, but is also supported by the community it serves. Therefore, the **CONSULTANT** will conduct the following public involvement activities:

##### 1..1 Community Awareness Program:

The **CONSULTANT** will provide newsletters to update the general public on the project's progress at the 60% Phase submittals.

##### 1..2 Public Involvement Meeting:

The **CONSULTANT** will prepare for one (1) public involvement meeting as described below. The **CONSULTANT** will conduct the meeting for the **COUNTY**, with assistance from the **COUNTY**, to ensure an adequate number of personnel are present. The **CONSULTANT** will be responsible for presentation and handout materials, and will provide minutes / summary the meeting. The **CONSULTANT** shall prepare written responses to questions not adequately

addressed at the meeting and will provide follow-up information necessary to respond to the public's questions and comments.

The **CONSULTANT** shall coordinate and conduct, with the **COUNTY**'s assistance, a public involvement meeting at the approximate 60% Construction Plan Stage. The purpose of this meeting is to inform the community of the project and proposed sidewalk improvements along the CR 426 corridor. The **CONSULTANT** shall present the design to the public and respond to their questions and comments. The meeting shall include a 20-minute presentation followed by a question and answer period. The **CONSULTANT** will have staff available to respond to questions from the public. The **CONSULTANT** will prepare and provide mounted color aerial based boards depicting the 60% Construction Plans. The **CONSULTANT** will prepare and provide up to two-hundred (200) copies of a comment and information form for use by the public.

## **2.0 SURVEYS/RIGHT-OF-WAY DOCUMENTS**

### **2.1 Specific Purpose Surveys for Right-of-Way Acquisition and Sketches of Description**

The **CONSULTANT** is to provide the **COUNTY** with the necessary Specific Purpose Surveys for right-of-way acquisition and Sketches of Description for the project. These documents shall meet or exceed the following requirements:

- 2.1.1 Comply with the Technical Standards for Land Surveyors and Mappers in accordance with Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.
- 2.1.2 The man-hour and fee proposal should reflect an estimated twenty (15) right-of-way acquisition parcels. If additional parcels are necessary, the **CONSULTANT** will be reimbursed on a unit price basis derived from the fee proposal. Parcel sketches, descriptions and Specific Purpose Survey maps will be submitted.
- 2.1.3 Title searches will be to the earliest public record. Two (2) sets are required and will be submitted in the manner as described within these specifications. The **COUNTY** will acquire and provide the Title Searches to the **CONSULTANT**.
- 2.1.4 Final approved Specific Purpose Survey maps and sketches of description will, in addition to blueline and mylars, be submitted in the following formats:
  - a. Specific Purpose Survey for Right-of-Way Acquisition will be in Microsoft format.
  - b. Legal descriptions on disk in Microsoft Word format.
  - c. A numbered Point-Plot drawing of all parcels and control points will be prepared and submitted on disk in MicroStation.
  - d. Sketch of descriptions in a MicroStation file.

## **2.2 CONTROL SURVEYS**

- 2.2.1 The Control Survey will be contained within the Specific Purpose Survey map in place of the key map. The title block will note Specific Purpose Survey for Right-of-Way Acquisition. The map will be drawn at a scale of not greater than 1 inch = 200 feet, and will be legible. The Specific Purpose Survey will meet the Minimum Technical Standards as required in Chapter 61G17-6.005 (4)(A) and contain the following certification on the first sheet of the Specific Purpose Survey.

*"I hereby certify that to the best of my knowledge and belief this drawing, consisting of sheets \_\_\_\_\_ thru \_\_\_\_\_ is a true, accurate and complete depiction of a field survey performed under my direction and completed on \_\_\_\_\_. I further certify that said drawing is in compliance with the Florida Minimum Technical Standards for Control Surveys as set forth in Chapter 61G17-6 by the Florida Board of Professional Surveyors and Mappers, pursuant to section 472.027, Florida Statutes."*

- 2.2.2 The Specific Purpose Survey, where possible, will be required to be tied to the COUNTY'S Horizontal Control and GPS Control Networks. All P.C.P.'s and fractional corners will have State Plane Coordinate Values calculated for them and shown on the Specific Purpose Survey Point Reference sheet in a tabular form. Vertical control will be based on, tied into the COUNTY'S Vertical Control Points, where possible, and noted on the map.
- 2.2.3 The baseline of survey, as shown on the Specific Purpose Survey, shall physically exist in the field and have referenced P.C.P.'s at all P.I.s, P.C.s, P.T.s, the beginning and end of the project, and at all side street centerline intersections.
- 2.2.4 The control survey will show all control references both horizontal and vertical.
- 2.2.5 The following surveyor's note shall be contained on the Specific Purpose Survey:
- "This survey was performed for the purpose of establishing a baseline, locating existing monumentation and placing additional monuments where required. Said data to be used in the preparation of Boundary Surveys for Right-of-Way Acquisition."*
- 2.2.6 Field notes and computer printouts will be submitted at the 60% submittal. All field traverse, bench loop runs and sketches depicting stations with point block numbers for data collected information will be kept in bound field book provided by the **CONSULTANT**. These books become the property of Seminole County. Computer printouts of raw and processed electronically collected field data will be bound and have an index that correlates the material to the field book sketch by field book and page. All field books will be certified by the surveyor of record. Additional field notes and computer printout information will be submitted as completed or in the next submittal.
- 2.2.7 All sections through which the corridor or proposed corridor passes will be surveyed in their entirety. All section and 1/4 section corners will be recovered or set and referenced in accordance with the latest addition of the B.L.M. *Manual of Instructions for the Survey of the Public Lands of the United States*. All certified corner records used or new records to be submitted to D.N.R. will be submitted at 60% for review by the **COUNTY**. All references to be placed outside the limits of construction.
- 2.2.8 All underground storage tanks, septic tanks, drainfields and wells must be field located if inside the proposed right-of-way limits or within the limits of construction, and shown in detail with station/offset location on the right-of-way map as well as the construction plans. All above ground improvements must be located within 25' of the proposed right-of-way or limits of construction by station/offset.

### 2.3 RIGH-OF-WAY SURVEYS

- 2.3.1 "I hereby certify this Specific Purpose Survey, consists of sheets \_\_\_ through \_\_\_ for the specific purpose of surveying, referencing, describing and mapping the right-of-way corridor and adjoining properties for the transportation facility shown and depicted hereon, that said survey was done under my responsible charge and meets the Minimum Technical Standards for Land Surveyors and Mappers as set forth within Chapter 61G17-6, Florida Administrative Code, Florida Statutes."
- 2.3.2 Boundary Surveys for Right-of-Way Acquisition will be submitted at the preliminary and final phases. Detailed Maps are to be drawn at 1" = 40' scale. Variations of this scale may be acceptable provided all required information is shown in a "legible" format; however, approvals from the COUNTY'S Project Manager and Quality Assurance Surveyor are required prior to preparation of any non-standard scale map.
- 2.3.3 Field notes and computer printouts will be provided. All field traverse, bench loop runs and sketches depicting stations with point block numbers for data collected information will be kept in

bound field book provided by the ENGINEER. These books become the property of the COUNTY. Computer printouts of raw and processed electronically collected field data will be bound and have an index that correlates the material to the field book sketch by field book and page. All field books will be certified by the surveyor of record. Additional field notes and computer printout information will be submitted as completed or in the next submittal.

- 2.3.4 All section and ¼ section corners used in fractional calculations will be recovered or set and referenced in accordance with the latest addition of the B.L.M. *Manual of Instructions for the Survey of the Public Lands of the United States*. All certified corner records used or new records to be submitted to D.N.R. will be submitted for review by the COUNTY. All references are to be placed outside the limits of construction.
- 2.3.5 Subdivision Blocks, affected by the right-of-way takings, adjoining the right-of-way corridor, will be mathematically closed and supported by field measurements; found corners to be noted on the Map. All Block corners will be recovered or set in the field and noted on the Map. A Surveyor's Report will be prepared for areas where it is not readily apparent by reviewing the Map as to what corners were held to construct a particular block or tier of blocks.
- 2.3.6 A Surveyor's Report will be required on parcels that present unusual problems (conflicting corners, deed overlays, hiatus, etc.). This report should include, but not limited to, sketches, detailed title chronology, plats, tax maps and the surveyor's opinion detailing how the problem was resolved.
- 2.3.7 All underground storage tanks, septic tanks, drain fields and wells must be field located if inside the proposed right-of-way limits or within the limits of construction, and shown in detail with station/offset location on the right-of-way map as well as the construction plans. All above ground improvements must be located within 25' of the proposed right-of-way or limits of construction by station/offset.
- 2.3.8 Upon completion of acquisition, the ENGINEER shall complete the table of ownership with the appropriate book and page where the description for the fee take and/or temporary construction easement and/or permanent easement is recorded.

## 2.4 SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION

- 2.4.1 An individual sketch of description will be prepared for each right-of-way parcel, temporary construction easement, permanent easement, rights-of-entry, and T.I.I.F. reservations.
- 2.4.2 All sketches, legal descriptions, control survey data and right-of-way survey data must match verbatim.
- 2.4.3 All sketches will include a computational sheet showing the lines traversed, closure and area.
- 2.2.9 Each owner set of descriptions will be placed in a file marked with the right-of-way parcel number. This file will also contain title work, surveyor's reports, calculation sheets, and any other pertinent data concerning the subject parcel.
- 2.4.5 The following represents the minimum criteria for sketches of description and legal descriptions:

Sketch of Description (Sheet #1):

Show complete parent tract

Show all calls utilized in the legal description

- 3. Note all deed references to the R/W, easement, etc.

4. Prepare each Sketch on an 8½" x 11" or 8½" x 14" format, including company name of certifying Surveyor, title block, border, scale, date, etc.
5. Sign, seal, and date by Surveyor-of-Record
6. Surveyor's Notes:  
 "This is not a Survey"  
 "Sketch based upon the right-of-way survey prepared for the roadway design, see sheet \_\_\_\_\_ of \_\_\_\_\_."
7. Photocopies of Right-of-Way Maps are not acceptable

Legal Descriptions (Sheet #2):

1. Strip descriptions are not acceptable
2. Aliquot-part descriptions, when they can be utilized, are preferred
3. Metes and bounds descriptions will contain the following:

Preamble to contain the parent tract recording data and any recording data that is used to create the parent tract geometry as it is shown on the map. Also section, township, range, plat data, county and state.

Points of commencement will be from the closest identifiable corner (section corner, subdivision corner, block corner, lot corner, etc.), if needed.

Superior calls to and along fractional lines, plat lies, right-of-way lines and deed lines.

4. All descriptions will contain the following:  
 At the top of the page, list the R/W project name, R/W parcel #, title search #, Tax I.D. #(s), owner(s) name(s), designation for fee simple, temporary construction easement or permanent easement. Include area of parcel: if less than ½ acre →square footage, if more than ½ acre →acres A "subject to" listing of all easements that affect the description along with the type and recording information.

## 2.5 Design Surveys

The **CONSULTANT** shall furnish complete field verified design surveys. The surveys shall include aerial targeting as necessary, wetlands vegetation lines, topography, right-of-way, 100' interval cross sections for plotting purposes, cross sections at driveways with anticipated connection slopes approaching maximum design criteria, physical location of utilities, drainage and base line control, along with surveys necessary for side road connections or upgrading. Should additional field surveys be required to successfully design, permit and construct this project, the **CONSULTANT** is to obtain this information as a fundamental requirement of this scope of services.

The work shall be performed in accordance with the latest edition of the FDOT Location Manual, Policy No. 760.001-760.012 and the Minimum Technical Standards for Land Surveying in the State of Florida set forth by the Board of Land Surveyors, Chapter 61G17-6, F.A.C., pursuant to Chapter 472, Florida Statutes. Variations in survey methodologies, etc., as required by FDOT, will be permitted if approved by the **COUNTY** Surveyor prior to submittal of man-hour and lump-sum fee proposals. Coordination with the **COUNTY** Surveyor is required prior to beginning this work effort.

## 3 Final Design & Specifications

### 3.4 Assembly and Evaluation of Data

The **CONSULTANT** is to collect and evaluate all available and appropriate data for the successful final design of this project. Specifically, and non-inclusively, the **CONSULTANT** will address the following:

#### 3.2.6 Assembly of Data:

The **CONSULTANT** is to collect and review all available information such as records, maps, surveys, plans, soil investigation reports, utility service system availability data, zoning classifications, building codes and standards, requirements of all agencies having jurisdiction over the project, and any other information which may have a bearing or impact to the planning, design, approval, permitting, construction and/or operation of this project. The **CONSULTANT** is to review all appropriate **COUNTY** information on this project.

3.2.7 Regulatory Agencies:

The **CONSULTANT** is to coordinate all necessary and required activities with regulatory agencies throughout the entire design and permitting phases of the project.

3.2.8 Field Reviews and Surveys:

The **CONSULTANT** is to field review data, including surveys, for consistency with actual field conditions.

The **CONSULTANT** is to evaluate right-of-way and topographic surveys for consistency with design and construction requirements of the project, as well as adherence to appropriate standards of professional practice.

3.2.9 Soils Survey / Geotechnical Investigations:

The **CONSULTANT** is to provide the necessary soil survey and analysis for the project design. The results of the soils survey will be analyzed, posted and summarized appropriately on the cross-sections and applicable plan sheets consistent with FDOT requirements. This analysis will include design recommendations for roadway fill alternate culvert materials and other design and construction elements. Further, the soils investigations will include all required soil parameters necessary to design and construct the shoulder, widening, drainage systems, including surface water management systems, utility installations, etc.

3.2.10 Preliminary Drainage:

The **CONSULTANT** is to evaluate the project's overall drainage situation. The concern is to identify at the earliest possible stage the need to address large-scale drainage issues and/or issues of significance to the project. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

3.2.11 Environmental Issues:

The **CONSULTANT** is to evaluate the project's overall impact to the environment, specifically addressing elements requiring agency permitting. The purpose is to identify at the earliest possible stage the need to address the critical path(s) of design elements related to these issues. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

### 3.5 **Drainage Design**

The **CONSULTANT** is to provide for the drainage basin/sub-basin mapping and design sufficient to meet **COUNTY** and Federal standards, as well as State and Federal regulatory agency permit requirements.

3.2.6 The project must meet the following minimum requirements:

- a. Seminole **COUNTY**'s Land Development Code, including Appendix B;
- b. St. Johns River Water Management District rules and regulations;
- c. Other State and Federal rules and regulations.

- 3.2.7 Before or at the 60% submission, the **CONSULTANT** is to obtain **COUNTY** approval for the conceptual layout and design for all stormwater management facilities (SWMF). The **CONSULTANT** is to submit the following minimum information at this time:
- a. Large-scale mapping of all drainage elements affecting the design of the project, including basin and sub-basin delineations on a scaleable, readable, contoured map;
  - a. Definable locations of the SWMF on a scaleable graphic including parcel identification information;
  - b. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated construction costs, and other relevant data to adequately review and evaluate the proposed SWMF location.

### **3.6 Construction Plan Preparation**

The shoulder and widening design will be based on the best interest of the public and benefits to the health, safety and welfare of the citizens of Seminole County.

The **CONSULTANT** is to provide all necessary and required construction plans for the successful design and construction of the project. Each contract plans package and its component parts will be prepared in accordance with **COUNTY** and/or FDOT standards, policies, procedures, memorandums and directives. Design work will comply with the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, latest non-metric edition, *Seminole County Consultants Informational Guidelines for Projects*, and FDOT standards with deference to **COUNTY** policy, procedures and specifications. Exceptions to these standards may be permitted, but must be pre-approved by the **COUNTY** prior to submittal of man-hour and technical proposals.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the **COUNTY** and in a format acceptable to the **COUNTY**. For recommendations concerning the plans preparation the **CONSULTANT** should refer to the latest non-metric editions of the FDOT *Roadway Plans Preparation Manual, Volumes I & II, Standard Specifications for Road and Bridge Construction, Design Standards*, and other applicable manuals as determined by the **COUNTY**'s Project Manager. Usage of CADD or FDOT CADD criteria in general is mandatory. It is the **CONSULTANT**'s responsibility to acquire and utilize the necessary FDOT manuals that are required to complete the project design. The project must meet the following minimum plans and documentation requirements:

- a. Plan sets:
  1. Cover / Key Sheet
  2. Summary of Pay Items
  3. Drainage Maps (1"=200' maximum scale, with contours)
  4. Typical Sections
  5. Summary of Quantities
  6. Summary of Drainage Structures (Includes invert elevations)
  7. Plan Sheets (1"=40' maximum scale)
  8. Special Profiles (if necessary)
  9. Miscellaneous details (1"=10' maximum scale)
  10. Drainage Detail Sheets
  11. Drainage Structure Cross Sections
  12. Erosion Control Sheets (NPDES Sheet)
  13. Soils Survey Data Sheets
  14. Signing and Pavement Marking Plans and details
  15. Cross Sections Sheets (scale 1"=2' or 5' by 1"=10', 20' 40', 50')
  16. Traffic Control Data Sheet
  17. Utility Adjustment Sheets (as necessary)

b. Design Documentation Report:

Technical criteria, strategic decisions, project influences and processes employed in the execution of project design and plans preparation are to be memorialized in a bound document submitted to the COUNTY. The purpose is to provide a chronicle of the strategies, decision and events that lead to the preparation of the final construction documents. At a minimum, the CONSULTANT is to provide the following documentation:

1. Design criteria (non-standard or special exceptions)
2. Design Calculations
3. Drainage computations
4. Quantity computations with graphical backup.
5. Computerized information (provide in a format compatible with COUNTY)
6. Review comments and responses
7. Agency coordination
8. Utility coordination
9. Meetings, telephone conversations, correspondence

**3.7 Intersections, Project Termini Design & Driveways**

The CONSULTANT is to provide all necessary design and special detailing required to adequately detail improvements to intersections, terminus points and driveways within the project area.

**3.8 Signing and Pavement Marking Plans**

The CONSULTANT is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest (non metric) FDOT Standards, the *M.U.T.C.D.*, and the "*Sign/Marking Standards for Older Road Users Program Compliance*" for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway.

Phase submittals for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

**3.9 Standard Specifications and Special Provisions**

The COUNTY uses the current edition of the FDOT "*Standard Specifications for Road and Bridge Construction*", and Supplements thereto, and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

The CONSULTANT is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format as the referenced standard specifications.

The COUNTY reserves the right to reject any special provision specification deemed inadequate for the project.

**3.10 Engineer's Estimate of Probable Construction Costs and Quantity Computation**

The CONSULTANT will prepare preliminary estimates of probable construction costs with unit prices based on current FDOT estimates and pay items.

These estimates will be provided at project start, and the 60% and 90% phase submittals of the final construction plans. A "final" estimate will be provided when professionally endorsed plans are delivered to the COUNTY.

The **CONSULTANT** will prepare a Summary of Pay Items plan sheet to be incorporated as part of the final construction plans.

The **CONSULTANT** will prepare and submit a complete Quantity Computation Book, listing all quantities and their related calculations for the project. Computer and/or written computations must conform to the FDOT general format as outlined in the current *Basis of Estimate Manual and Computation Manual*. The final Quantity Computation Book will be included in the design documentation report.

The **CONSULTANT** will submit to the **COUNTY** any necessary copies of quantity computations requested for review.

### **3.11 Maintenance of Traffic**

The **CONSULTANT** is responsible for providing a construction design conducive to safe maintenance of traffic for vehicles and pedestrians.

3.2.6 The **CONSULTANT** will prepare a Traffic Control Data Sheet (T.C.D.S.) for inclusion as part of the roadway plans. The intent of the T.C.D.S., as prepared by the **CONSULTANT**, is to provide adequate minimum requirements and direction to the construction contractor regarding specific project and construction plan conditions, and to enable the contractor to prepare a detailed maintenance of traffic plan for approval by the **COUNTY** prior to construction beginning.

3.2.7 The T.C.D.S. will explain the following:

- a. Recommended construction phasing intent
- b. Special construction techniques, methodologies, materials or sequencing of events
- c. Unusual or extraordinary typical section applications
- d. Unique traffic conditions or access requirements
- e. And other conditions known to the **CONSULTANT** that would positively or negatively affect the preparation of the detailed maintenance of traffic plan by the roadway contractor.

3.2.8 The T.C.D.S. will include, as a minimum, the following:

- a. General notes
- b. Graphical and written phasing typical sections
- c. Graphical and written description of requirements at intersections and major driveways within the project
- d. An erosion sediment control plan approved by SJRWMD for use throughout the different construction phases of this project. This document is also to be used in conjunction with the MOT plans.

## **4 Environmental & Regulatory Permitting**

The **CONSULTANT** is required to submit complete permit applications, respond to Requests for Additional Information and provide all necessary follow up information for all permits necessary to successfully design and construct the project.

### **4.4 St. Johns River Water Management District (District)**

Environmental permitting through the District is a requirement of the District and a significant element of this project. The **CONSULTANT** is to actively involve the **COUNTY**'s Project Manager in all permitting activities involving the District including pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc.

4.2.6 The **CONSULTANT** is responsible for early identification of all potential permitting issues.

4.2.7 The **CONSULTANT** is to coordinate with the District and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.

4.2.8 The **CONSULTANT** will prepare a complete permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.

4.2.9 The **CONSULTANT** will professionally endorse the permit package(s) for District permitting and any regulatory agency exercising jurisdiction with the **COUNTY** as applicant. The **CONSULTANT** is responsible for permit package submittal, agency coordination and for all the information necessary to secure permits from these regulatory agencies. The **COUNTY** will provide the permitting fees.

#### **4.5 Florida Department of Environmental Protection (FDEP)**

At this juncture, we do not anticipate any site condition on this project that would initiate jurisdictional authority by the Florida Department of Environmental Protection (FDEP). However, if FDEP jurisdiction is exercised, the **CONSULTANT** is responsible to address their issues and pursue appropriate resolutions. Compensation for professional fees for this work will be negotiated as supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.

#### **4.6 NPDES**

The **CONSULTANT** is responsible to obtain appropriate permits, notices, clearances, etc. from the Environmental Protection Agency (or State of Florida if delegated) regarding the construction of this project.

### **5 Utility Coordination and Relocation**

Coordination of existing and proposed utilities is of critical importance to the cost and overall success of the project. The **CONSULTANT** is to contact all utility companies and local governments having facilities within the project area and obtain necessary information on their existing and proposed facilities. The **CONSULTANT** is to coordinate design activities with the respective utility companies/local governments and **COUNTY** Project Manager.

The **CONSULTANT** is responsible to accurately reflect the information provided by these utilities. When necessary for the accuracy of the design, the **CONSULTANT** will obtain actual field horizontal and vertical locations, coordinating this effort through respective utility companies/local governments. The **CONSULTANT** will field verify vertical and horizontal location data on existing utilities prior to the final design of project to avoid unnecessary conflicts. The field verification of vertical and horizontal positions will be at intervals not to exceed 200', including all valves, changes in direction and structures. Accuracy shall be within 0.2 of a foot horizontally and vertically. The mapping work described in this section does not include normal design survey utility work specified in the Design Survey and the Utilities sections. The **CONSULTANT** will evaluate relocations, abandonments, adjustments, or facilities to remain in place for impact to design elements of the project.

#### **5.4 Early Coordination**

The **CONSULTANT** will submit two (2) sets of plans to each entity for verification of respective utility locations after the initial field survey is plotted and field reviewed. One set should be marked up and returned to the **CONSULTANT**.

#### **5.5 Coordination at 60% Plans**

The **CONSULTANT** will prepare 60% plans showing existing utilities. Following **COUNTY** review and plan adjustment, the **CONSULTANT** will submit two (2) sets of plans to these groups for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Upon return of these markups, the **CONSULTANT** is responsible to prepare a complete **Utilities Adjustment Plan** for the project as part of the roadway design process. This work includes coordination with public and private utility companies for the location and design of their pre-construction (existing) and post-construction (relocated) utilities.

#### **5.6 Coordination at 90% Plans**

At the time of the 90% submittal, the **CONSULTANT** will contact these groups again and send two (2) sets of the 90% plans for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Additional submissions and coordination are at the discretion of the **CONSULTANT**. The **CONSULTANT** may request that the utility companies provide an electronic copy of any corrections.

### **6 Local Government, FDOT, Other Agencies Coordination**

Coordination with local governments, public agencies and others is of critical importance to the overall success of the project. Accordingly, the **CONSULTANT** is responsible to coordinate all design activities with these groups to ensure adequate opportunity on their behalf to address design and construction issues.

The **CONSULTANT** is responsible to contact each local government, FDOT, and other known agencies having an interest in this project. The **CONSULTANT** is to coordinate their interest with the design of the project, as necessary, to work towards solutions acceptable to the **COUNTY** and these groups.

Contact with these groups is to occur at regular intervals as needed, and with a set of "final" plans delivered to these groups after the **CONSULTANT** has professionally endorsed the final plans. One (1) plan set is to be delivered to each group for review and comment at each submission stage.

### **7 Deliverables / Phase Submission Documents**

The **CONSULTANT** will submit Design Plans and support documents to the **COUNTY** and FDOT for review and approval at specific junctures. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

#### **7.4 30% Design Documents Submission (2 week COUNTY review)**

- Five (5) sets of prints: horizontal and vertical geometry, typical sections, and cross sections at 500 feet (or as needed- critical sections). Meeting to discuss initial design concepts for approval by **COUNTY**.

#### **7.5 60% Design Documents Submission (2 week COUNTY review / 4 week FDOT review)**

- Five (8) sets of prints (Construction Plans) for **COUNTY** and three (3) for FDOT
- Preliminary estimate of probable construction cost
- Preliminary Drainage Computations (SWMF layout / big picture information)
- 60% signed checklist
- One (1) CD containing PDF files of plan set
- A detailed utility conflict letter based upon the preliminary drainage design

#### **7.6 90% Design Documents Submission (2 week COUNTY review / 3 to 4 week FDOT review)**

- Five (8) sets of prints (Construction Plans) for **COUNTY** and three (3) for FDOT
- Preliminary estimate of probable construction cost (Engineer's Estimate)
- Final Right-of-Way maps
- Final Drainage Design and documentation (with maps, comps, etc.)
- 90% signed checklist
- One (1) CD containing PDF files for plan set
- One (1) CD containing CADD files for plans set.

**7.7 100% Design Documents Submission (2 week COUNTY review / 3 to 4 week FDOT review)**

- Five (8) sets of prints (Construction Plans) for COUNTY and three (3) for FDOT
- One (1) CD containing PDF files for entire 100% plan set for bidding purposes
- One (1) CD containing CADD files for entire plans set.
- One (1) engineer's cost estimate
- One (1) set of bid forms (Provide forms electronically as well)
- One (1) Design Documentation Reports
- Contract Documents and Specifications
- 100% signed checklist

**7.8 Final Deliverables (after COUNTY and FDOT have approved 100% plans)**

- Two (2) sets of bound signed and sealed Construction Plans for COUNTY and one copy for FDOT
- One (1) set of un-bound signed and sealed Construction Plans
- One (1) CD containing PDF files for entire Final plan set

**7.9 General Phase Submission Comments**

7.2.6 All plan submittals will be half size prints (11x17).

7.2.7 When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.

7.2.8 As a minimum, phase submittals to the COUNTY should be in accordance with the current FDOT Plans Preparation Manual (non-metric) information content requirements including a written response to previous COUNTY review comments.

7.2.9 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, etc., are not included with the submittal.

7.2.10 If the COUNTY determines that the phase submittal is incomplete, the CONSULTANT is to pick-up the submittal, make it complete and resubmit. The COUNTY may require additional data if determined by individual project requirements.

7.2.11 Phase submittals of Construction Plans or Drainage Computations will not be considered representative of the percent complete indicated until they have been reviewed and accepted by the COUNTY.

—— End of Appendix A – Expanded Scope of Services ——

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

**WORK ORDER**

Work Order Number: \_\_\_\_\_

Master Agreement No.: PS-2404-07/BHJ Dated: \_\_\_\_\_  
Contract Title: Final Design Services for CR 426 Safety Improvements – Shoulder Construction  
Project Title: \_\_\_\_\_

Consultant: Earth Tech Consultants, Inc.  
Address: 30 South Keller Road, Suite 500  
Orlando, FL 32810

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 by \_\_\_\_\_. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: \_\_\_\_\_

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

\_\_\_\_\_  
, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
, President

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
(Procurement Analyst)

\_\_\_\_\_  
(Procurement Analyst)

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Robert L. Hunter, Procurement Supervisor

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.

## Exhibit "C"

Contract No.: PS-2404-07/BHJ  
 Project Description: CR 426 From Division Street to SR 46  
 Shoulder and Safety Upgrades

Earth Tech Consulting, Inc.

### DRAFT RATES - PRIMARY AGREEMENT

Date: 1/2/08

Audited Fringe + Multiplier	161.75%
Operating Margin	12.0%
FCCM	0.898%
Direct Expenses (% of Direct Labor)	32.09%
Calculated Project Multiplier	3.26
Multi-Capped at 3.0 per Seminole County	3.00

Category/Employee Name	1/2/08 Wage Rate	Percentage of Category	Aggregated Category Rate	Burdened Rate	Contract Category Distribution																																																				
Project Manager	Stephen Boylan	50%	\$ 63.34	\$ 190.02	5%																																																				
	Lloyd Gurr	50%				Senior Engineer	Lloyd Gurr	65%	\$ 56.96	\$ 170.88	20%	Eric Falkenberry	30%	Jeffrey Suess	2%	Rey Rivas	3%	Project Engineer	Amy Setchell	10%	\$ 32.92	\$ 98.76	30%	Chris Martin	60%	Rob Kight	20%	Burwell, Dave	10%	Designer/Technician	Donald Brown	10%	\$ 32.41	\$ 97.23	40%	Debra Harper	70%	Michael West	10%	Scott Hilborn	10%	Secretarial/Clerical	Dianna Brookins	25%	\$ 18.61	\$ 55.83	5%	Jennifer Schaffner	75%	<b>Aggregated Raw Contract Rate:</b>			<b>\$ 38.33</b>			<b>Aggregated Burdened Contract Rate:</b>	
Senior Engineer	Lloyd Gurr	65%	\$ 56.96	\$ 170.88	20%																																																				
	Eric Falkenberry	30%																																																							
	Jeffrey Suess	2%																																																							
	Rey Rivas	3%																																																							
Project Engineer	Amy Setchell	10%	\$ 32.92	\$ 98.76	30%																																																				
	Chris Martin	60%																																																							
	Rob Kight	20%																																																							
	Burwell, Dave	10%																																																							
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<b>Aggregated Raw Contract Rate:</b>			<b>\$ 38.33</b>																																																						
<b>Aggregated Burdened Contract Rate:</b>			<b>\$ 114.99</b>																																																						

The hourly billing rates (Exhibit "C") submitted under this project are inclusive of all reimbursable expenses.