
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-1742-07/BLH - Design Services for Subdivision Rehabilitation Program

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-1742-07/BLH - Design Services for Subdivision Rehabilitation Program to Carter & Burgess, Inc. of Orlando, Florida (Estimated usage \$500,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

PS-1742-07/BLH will provide professional services for preliminary and final engineering design services for the rehabilitation of public infrastructure within selected unincorporated Seminole County residential subdivisions. On May 22, 2007, the Board approved the ranking and authorized staff to negotiate with Carter & Burgess, Inc. of Orlando, Florida, the top ranked firm.

The Award Agreement includes the negotiated rates as Exhibit C. The term of the Agreement is a base period of two (2) years, and may be renewed for an additional three (3) successive 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. Staff estimates usage under this Agreement in the amount of \$500,000.00 per year. 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-1742-07/BLH - Design Services for Subdivision Rehabilitation Program to Carter & Burgess, Inc. of Orlando, Florida (Estimated usage \$500,000.00 per year).

ATTACHMENTS:

1. PS-1742-07_B LH - Award Agreement with Carter & Burgess, Inc.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSULTANT SERVICES AGREEMENT (PS-1742-07/BLH)
DESIGN SERVICES FOR SUBDIVISION REHABILITATION PROGRAM**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CARTER & BURGESS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1000 Legion Place, Suite 1400, Orlando, Florida 32801-1041, 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 services for subdivision rehabilitation program 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 services for the subdivision rehabilitation program to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and Attachment A-1 thereto, 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 two (2) years and, at the sole option of COUNTY, may be renewed for three (3) 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. 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.

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. 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.
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 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

of proper invoice.

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

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

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

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

thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

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

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

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

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of

CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

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

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

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



(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of

CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.



(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the

prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

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

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by ~~this~~  Section (Professional Liability, Workers' Compensation/Employer's Liability 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 Longshoremens 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. ALTERNATIVE 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 protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY 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 protest procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest 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:

Public Works
520 W. Lake Mary Blvd.
Lake Mary, FL 32746

For CONSULTANT:

Carter & Burgess, Inc.
1000 Legion Place, Suite 1400
Orlando, FL 32801-1041

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.

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

ATTEST:

CARTER & BURGESS, INC.

FRED H. EVANS, Secretary

(CORPORATE SEAL)

By: _____
BENJAMIN G. WATTS, President

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.

Approved as to form and
legal sufficiency.

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



County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate

AEC:jjr
8/1/07

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Exhibit A

Scope of Services

Professional Services for Subdivision Rehabilitation Program

The Seminole County Board of County Commissioners (**BCC / COUNTY**) wishes to select a consultant (**CONSULTANT**) to provide **PRELIMINARY ENGINEERING ANALYSES (PEA)** and **FINAL ENGINEERING DESIGN (FED)** for the rehabilitation of the County's public infrastructure within selected, unincorporated Seminole County residential subdivisions. The **CONSULTANT** is to provide those professional services necessary to accomplish this effort.

Section I: Description

Preliminary engineering analysis and engineering design services for the rehabilitation of County public infrastructure within selected, unincorporated Seminole County residential subdivisions, primarily includes roadways, pedestrian access, drainage systems, utility rehabilitation (advance-of-paving notices to utility companies), neighborhood parks, and other related public infrastructure elements as may be directed by the County.

Section II: Purpose & Intent

It is the purpose of this document to inform and describe to prospective Professional Engineers (**CONSULTANT**) that Seminole County (**COUNTY**) intends to continue their **SUBDIVISION REHABILITATION PROGRAM (SRP)** County-wide. The **COUNTY** defines the scope-of-work and the responsibilities of the **CONSULTANT** for the desired services for this program. The **COUNTY** also shares its expectations for success of the project.

Further this document provides a brief, non-exclusive summary of technical requirements and necessary professional services for the **PEA** and **FED** for the County's **SRP**.

Section III: SRP-Phases I Services

The **CONSULTANT** is to provide all necessary and required professional services relating to the preparation of a **PEA&FED**. The **COUNTY** expects to obtain sufficient information and data, with appropriate professional recommendations, to pursue Final Engineering plan design, final engineering evaluations with recommended improvements.

Section IV: Scope Of Work (CONSULTANT's Responsibility)

Segment IV-A:

The **CONSULTANT** is to evaluate the public infrastructure within selected County subdivisions to obtain the following data:

- Roadway pavement geometry and conditions (non-invasive).
- Pedestrian facilities (including ADA accessibility).
- Drainage systems condition and function (including on-line and off-line facilities).
- Utility replacements (advance-of-paving notices to utility companies).
- Neighborhood parks existence and potential availability of land for facilities, and other related public infrastructure elements as may be directed by the County

The basis of evaluation will be the Seminole County Land Development Code, and other State and Federal rules and regulations as may apply.

Segment IV-C:

The **CONSULTANT** is to incorporate collected information into the county assets management database with an interactive graphic (GIS) format for data records management including condition assessment maintenance tracking / scheduling, etc. Any electronic deliverables must be compatible with the County's existing computerized Systems. Further, the entire organizational approach, graphical representations and formats must be approved by the County prior to the initiation of the work effort and the preparation of the deliverable.

The **CONSULTANT** is responsible to provide for these required services. The **CONSULTANT** will submit lump-sum fee and man-hour estimates for each team member, attached to the submission as Exhibit F-1.

The **CONSULTANT** is to provide a Schedule of Professional services delineating a time table for the execution and completion of all elements of this scope, attached as Exhibit F-2.

The professional services for the aforementioned Scope of Services can be generally grouped into the following six primary categories:

1. Administration
2. Approach to the Scope of Services
3. Data Collection & Engineering Analyses
4. Rehabilitation Analyses/ Evaluation Matrix
5. Engineering Design & Permitting.
6. Public Involvement (To be determined)
7. Deliverables

Please refer to the Appendix A-I for a description of each task within these seven (7) elements. These descriptions define the specific tasks within this Scope-of-Services and are to be used as a minimum criteria for project performance and execution.

APPENDIX A-1

Expanded Scope of Services - Subdivision Rehabilitation Program

1.0 ADMINISTRATION

1.1 Attend Notice to Proceed / Kick-off Meeting

The **CONSULTANT** will prepare for and attend a Notice-to-Proceed (NTP) Meeting/ Kick-off Meeting with the **COUNTY's** Project Manager, staff & 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 and formally initiate **Preliminary Engineering Analyses (PEA)** and final engineering.

1.2 Project Status Meetings

The appropriate members of the **CONSULTANT's** team will attend periodic meetings [up to twelve (12) per year] with the **COUNTY's** Project Manager and staff from selected Divisions to discuss the project's progress, status, upcoming events and activities. The purpose of these meetings is to maintain clear communications between the **COUNTY** and the **CONSULTANT's** team. The **CONSULTANT** will prepare and distribute meeting minutes within seven (7) days following each of these meetings.

1.3 Project Schedule & Invoicing

Immediately upon receipt of the NTP, the **CONSULTANT** will prepare and submit a detailed project schedule identifying major tasks, duration and task relationships. An electronic submittal, compatible with *MS Project*, is required. Project invoicing will be integrated to the project schedule. Accordingly, upon submittal of project invoicing, an updated schedule and project status report will accompany the invoice.

2.0 DATA COLLECTION & PRELIMINARY ENGINEERING ANALYSES

Based upon a **COUNTY** approved approach and Outline/ Matrix, the **CONSULTANT** will collect all relevant and appropriate data necessary to address overall project requirements. The **CONSULTANT** is to utilize any and all available information gathered; including past reports, studies, aerials, public infrastructure improvement plans, development plans, field interviews, etc. for each subdivision evaluated. Further, this data will serve as the basis for engineering analyses for the SRP.

The **CONSULTANT** will provide for engineering analyses of the herein described collected data and other useful and appropriate information to arrive at recommendations for the **COUNTY's** SRP consistent with this scope of services and referenced standards.

The **COUNTY** has identified a preliminary list of selected subdivisions of interest for evaluation and review (**APPENDIX A-2**). The **CONSULTANT** will employ this list as a primary source of selected subdivisions for review and evaluation. This list is provided as a basis for all request subdivision evaluations under this scope of services. Additional subdivision evaluations will be addressed as supplemental services; negotiated accordingly, employing man-hour rates and fee schedules consistent with the base agreement.

2.1 **Aerial Photography / Base Maps**

The **CONSULTANT** will prepare scaleable aerial photography base maps (scale of aerials is flexible and will be negotiated with **CONSULTANT**). The **COUNTY** anticipates using existing **COUNTY** aerials to accommodate project base aerial requirements. However, where this data is found to be insufficient, as viewed by the **COUNTY**, other means and methods will be addressed as supplemental services, consistent with man-our rates and fee schedules of the base agreement. The **CONSULTANT** will use these aerials to present conceptual master subdivision rehabilitation plans and final recommendations.

The **CONSULTANT** will prepare the black and white (color optional) aerials at a standard 22 x 34-inch format (for 1/2 scale reduction) with appropriate title blocks and annotations suitable for public display. All reproductions, exhibits, aerials, etc. must be scalar. The **COUNTY** must approve any exception before use and production.

2.2 **Existing Subdivision Characteristics**

The **CONSULTANT** will conduct record searches and field investigations to collect all pertinent existing subdivision information necessary to develop and evaluate subdivision rehabilitation analyses. The data will be compiled, documented and mapped on aerial photography base maps for review by the **COUNTY** and use, as required, at the public presentations and within the final recommendations. Further, the **CONSULTANT** is to video appropriate rehabilitation elements of the evaluation in support of recommendations for the final design and post design services. At a minimum, the **CONSULTANT** will provide the following data on each selected subdivision:

2.2.1 **Public Right of Way Identification**

The basis of formal recommendations provided by the **CONSULTANT** will be, in part, reliant upon the existence of public right-of-ways and easements (roadways, drainage, etc.). Accordingly, the **CONSULTANT** will provide a cursory review of public records sufficient to validate the existence, of public rights-of-ways and easements for the selected subdivision. The **CONSULTANT** will use this data in the preparation of base maps and graphics (minimum scale 1"=100') for use in public meetings, presentations and documentation within the formal recommendations for the SRP.

2.2.2 **Pavement Geometry and Conditions**

The **CONSULTANT** will field review public roadways within each selected subdivision for compliance with the current Seminole County Land Development Code (LDC), specific to horizontal geometry and physical pavement conditions and appearance -non invasive.

The **CONSULTANT** will coordinate this effort with the existing Pavement Management Program currently ongoing within the Road Operations – Stormwater Division.

There is a potential that the Pavement Management Program may be affected by elements of the SRP. The **CONSULTANT** is to work with the Project Manager and Road Operations regarding this matter.

2.2.3 Pedestrian and ADA Compatible Facilities

The **CONSULTANT** will collect, document and evaluate all public facilities within each selected subdivision for accommodations and compliance with **COUNTY, STATE & FEDERAL** requirements for pedestrian, bicycle and Americans with Disabilities Act.

2.2.4 Utilities

The **CONSULTANT** will graphically identify all existing and proposed utilities, which may affect the SRP recommendations. The utilities identification to include overhead transmission lines, microwave towers, water, gas, sanitary sewer, force mains, power cables, telephone, fiber-optic, etc. The **CONSULTANT** will assemble and graphically document this information.

As part of the SRP, the **COUNTY** expects to create and initiate an "Advance of Paving Program" (APP) where by utility service providers will be notified of proposed roadway paving. Any planned or programmed utility replacements and/or new construction will be integrated to the SRP to avoid. And preempt needless damage to newly paved and/or reconstructed County roadways.

2.2.5 Soil Survey (NCRS/SCS) and Geotechnical Data

The **CONSULTANT** will collect and assemble existing soil maps and available geotechnical information for use in the SRP. This information will be integrated to the **CONSULTANT's** recommendation.

2.2.6 Field Surveying Service

The **CONSULTANT** will provide appropriate man-hour rates and unit prices appropriate for these services should these services be requested by the **COUNTY**. If surveying services are requested, the **SURVEYOR** will provide all the data in both "hard copy" and electronic data formats compatible with **COUNTY** surveying and GIS systems.

Field data will be kept in standard field books and submitted to the **COUNTY's** Project Manager upon completion of each project.

2.2.7 Drainage and Natural Features

The **CONSULTANT** will review existing information to identify significant hydraulic and natural Features found within the selected subdivision. The **CONSULTANT** will supplement documented Information with field reviews of the selected subdivision. Information "of record" to be documented will at a minimum, include the following:

- * Secondary Drainage Collection Systems
- * Stormwater Management Facilities
- * Drainage Outfall and Easements
- * Floodplains and Floodways
- * Wetlands
- * Water Quality

The **CONSULTANT** will document, in report and map format, all information that may influence the recommendations within the SRP. There are no hydrologic or hydraulic evaluations required or contemplated for this scope at this time. This is simply an identification no existing conditions and facilities within the evaluation area.

required because of recommendations within the SRP, the CONSULTANT will identify the scope of this permitting effort and integrate this element within the evaluation matrix.

Note: The Engineering Division may have substantial, large-scale drainage information on some of the selected subdivisions. The CONSULTANT is to seek-out this information in support of their evaluation.

3.0 REHABILITATION ANALYSES / EVALUATION AND RECOMMENDATION MATRIX

Based upon data collection and engineering analyses (Section 3.0), the CONSULTANT will prepare an evaluation matrix (or approved alternate evaluation approach) for each Selected subdivision. The matrix will provide the following information at a minimum:

3.1 Subdivision Characteristics

The matrix will summarize each element of the subdivision characteristics and assign a weighted value to each for comparative evaluation purposes. The matrix will serve as the basis to prepare a recommendation for the Implementation Program (IP).

3.2 Selected Subdivision Rehabilitation Recommendations

The matrix will include, or may be prepared as a separate documentation within the final report, recommendations for the implementation of rehabilitation of selected subdivisions.

4.0 FINAL ENGINEERING DESIGN & PERMITTING

4.1 Final Engineering Design

Some identified subdivisions will require engineering design and permitting for infrastructure improvements as identified in the Preliminary Engineering analysis. These improvements may include but limited to stormwater (water quality & flood control), road, sidewalk, trails, traffic control, and utilities (water & sewer). In these cases, design shall address all improvements to current Seminole County Design Standards. Included in the design services shall be all necessary survey, geotechnical and environmental service. All required state and federal permitting shall also be included.

The CONSULTANT will provide for all appropriate graphics, presentation materials, manpower, audio Visual equipment (if required), transportation and incidentals necessary to provide for the needs of meetings with County staff and any BCC presentations.

5.0 PROJECT MANAGEMENT SERVICES

5.1 Project Management

Provide project management services to assist with the delivery of the County's Subdivision rehabilitation program.

Listing of Select Subdivision Rehabilitation Candidates – From Phase I Analysis Completed 2004

District One / Subdivision Rehabilitation Candidates

Subdivision

1. Stillwater
2. Deer Run
3. Garden Lake Estates
4. Woodcrest
6. Sunrise
7. Wrenwood Heights
8. Village of Sutter Mills
9. Harbor Ridge
10. Jamestown
11. Remington Park
12. Fox Chase
13. Huntington
14. Howell Cove
15. Hollow Brook
16. Raintree
17. Tuska Bay
18. Eagles Point
19. Fernbrook Trails
20. Creeks Bend
21. Citrus Point
22. Country Lane

District Two / Subdivision Rehabilitation Candidates

Subdivision

1. Fairlane Estates
2. Williamson Heights
3. Country Club Heights
4. Crystal Creek

District Three / Subdivision Rehabilitation Candidates

Subdivision

1. Wekiva Club Estates Sec 1
2. Wekiva Club Estates Sec 2
3. Wekiva Club Estates Sec 3
4. Wekiva Club Estates Sec 4
5. Wekiva Club Estates Sec 5
6. Wekiva Club Estates Sec 6
7. Wekiva Club Estates Sec 7
8. Wekiva Club Estates Sec 8
9. Wekiva Club Estates Sec 9
10. Wekiva Hills Sec 3
11. Wekiva Hills Sec 4
12. Wekiva Hills Sec 5
13. Wekiva Hills Sec 6
14. Wekiva Hills Sec 7
15. Wekiva Hills-Sec 8
16. Wekiva Hills Sec 9
17. Wekiva Hunt Club Fox Hunt Sec 1
18. Wekiva Hunt Club Fox Hunt Sec 2
19. Wekiva Hunt Club Fox Hunt Sec 3
20. Sabal Bend At Sabal Point
21. Sabal Glen At Sabal Point
22. Sabal Point & Amended

District Four / Subdivision Rehabilitation Candidates

Subdivision

1. Prairy Lake Est.
2. Highland Pines
3. English Estates
4. Tangle Wood
5. Winter Woods

District Five / Subdivision Rehabilitation Candidates

Subdivision

1. Idylliwidle of Loch Arbor
2. Ravensbrook
3. Lincoln Heights
4. Loch Arbor
5. Ravenna Park
6. Markham Place
7. Hunters Trail
8. Sunland Estates
9. St. Johns Estates
10. Missouri Ave.
11. Orange Ridge S/D
12. Long Pond Ave
13. Springs Landing
14. I-4 Industrial Park

In addition to this list approximately 1400 subdivisions in Seminole County were built prior to 1984 (pre-stormwater rules).

These and other subdivisions may be added to the evaluation based on need.

**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.

EXHIBIT C

**Carter & Burgess, Inc.
 Hourly Rate Schedule
 Seminole County - PS-1742-07/BLH
 Design Services for Subdivision Rehabilitation Program**

Position	Raw Labor Rate	Billing Rate (2.9 Multiplier)
Contract Director	\$ 74.52	\$ 216.11
Contract Manager	\$ 57.50	\$ 166.75
Senior Landscape Architect	\$ 66.35	\$ 192.42
Senior Project Manager	\$ 55.29	\$ 160.34
Project Manager	\$ 50.48	\$ 146.39
Senior Project Engineer	\$ 43.41	\$ 125.89
Staff Engineer / Engineering Intern / Planner	\$ 37.13	\$ 107.68
CADD Technician/ Designer	\$ 30.05	\$ 87.15
CADD Technician	\$ 24.44	\$ 70.88
Administrative Assistant	\$ 20.80	\$ 60.32
Clerical	\$ 15.58	\$ 45.18

*Raw Labor Rates and Billing Rates are current through 12/31/07. Escalated rates will be requested annually.

Breakeven Multiplier	2.76
Profit Margin	11%
Total Multiplier	3.06

*In order to meet Seminole County guidelines, the maximum multiplier of 2.9 will be used.

OVERALL MULTIPLIER: 2.9

I certify that the above hourly rates and multiplier are true and correct.

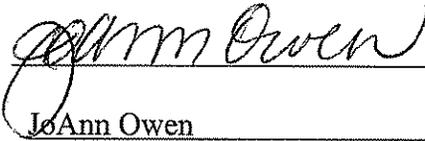
Signature: *JoAnn Owen*
 Printed Name: JoAnn Owen
 Title: Manager, Finance & Administration
 Date: 06/21/07

EXHIBIT "D"

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 (a) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS01742-07/BLH* are accurate, complete, and current as of June 18, 2007** . This certification includes wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm: Carter & Burgess, Inc.

Signature: 

Name: JoAnn Owen

Title: Manager, Finance & Administration

Date of execution*** 06/21/07

* 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 practical to the date of agreement on compensation.

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

(End of certificate)