CT07105

MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

1. Modification No.: 1 Effective Date: 6/6/07	2. Contract No.: 07-0105 Effective Date: 1/10/06
3. Contracting Officer: Susan Dugan, CPPB Telephone Number: (352) 343-9766	5. Contractor-Name and address: Mactec Engineering and Consulting, Inc. 4150 N. John Young Parkway Orlando, Florida 32804 Attention: Ron Trapaine
4. Issued By: Lake County, Florida Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: Lake County shall piggyback the above noted Seminole County contract and all amendments with the following modifications:

1. Change all references to Lake County.
2. Delete Section 7(d) - (g).
3. Change Section 7(i) and the last sentence of (8)(a) to state that the County shall make payment on all undisputed invoices will be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
4. Add a Section 11(f) - Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.
5. Delete the last sentence of Section 20(a).
6. Delete Exhibit B.

8. Contractor's Signature **REQUIRED** Name Title PRINCIPAL ENGINEER Date 6/13/07	9. Lake County, Florida By: Barnett Schwartzman, Procurement Services Director 18 JUN 07 Date
10. Distribution: Original - Karen Huffman, Finance Copies - Bid Folder 07-0105 Contractor	

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT
RFP-0225-05/BLH

THIS FIRST AMENDMENT is made and entered into this 4th day of May, 2007 and is to that certain Agreement made and entered into on January 10, 2006 between **MACTEC ENGINEERING AND CONSULTING, INC.**, whose address is 4150 N. John Young Parkway, Orlando, Florida 32804, hereinafter referred to as "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 referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on January 10, 2006, for asbestos and indoor air quality consultant services; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibit "A" of the Agreement is deleted and Exhibit "A," attached hereto is substituted therefor.

2. Exhibit "C" of the Agreement is deleted and Exhibit "C" attached hereto is substituted therefor.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY _____
DEPUTY CLERK

OC 801886

Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Linda Hathaway
~~Secretary~~ Business Manager

(CORPORATE SEAL)

MACTEC ENGINEERING AND CONSULTING ~~SERVICES~~, INC.

By: Todd Schmidt, PE
~~[illegible]~~ VICE President

Date: 4/27/07

SEMINOLE COUNTY, FLORIDA

By: [signature]
ROBERT L. HUNTER
Contracts Supervisor

Date: 5/4/07

As authorized by Section 8.153, Seminole County Administrative Code

Jacqui Perry
Witness

JACQUI PERRY
Print Name

[signature]
Witness

DAVID SANTIAGO
Print Name

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

[signature]
County Attorney

AEC:jjr
04/18/2007
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-0225-05-1st Amd.doc

EXHIBIT A

INDOOR AIR QUALITY ASSESSMENT
SCOPE OF SERVICES

Site Visit, Observations and Comfort Parameter Screening

Services to include a site visit to review available building plans/previous reports, conduct visual observations and to obtain selected indoor air quality measurements. The measurements, consisting of carbon dioxide, temperature, dew point, and relative humidity will be compared with applicable ASHRAE standards and will establish the conditions in the space at the time of the evaluation.

Measurements will be collected in numerous locations within the subject space at various times during a typical workday. In addition, test for carbon monoxide, hydrogen sulfide and formaldehyde using direct reading instruments or colorimetric detector tubes. Look for evidence of moisture intrusion through the building envelope including roof and curtain wall assemblies (if applicable). Look for processes or conditions within the subject areas that may produce conditions adverse to the air quality.

Heating, Ventilation and Air Conditioning (HVAC) Systems Observation

Renew available mechanical plans and conduct a visual observation of the HVAC system or systems serving the area. Services to include a walk-through of the space and mechanical areas with the person responsible for the maintenance of the system (if applicable) to observe the operation, general maintenance and housekeeping characteristics of the associated HVAC systems. The interiors of representative air handler units will be observed as will conditions within the supply and return ducts (where observable). Air circulation patterns and pressure relationships within the space will be qualified on a limited basis using smoke testing equipment.

Report Preparation

At the completion of site visit a report will be prepared to summarize the information obtained. This report will discuss visual operations, evaluations, and the results of comfort parameter screening and carbon monoxide measurements. The report shall provide specific recommendations concerning the immediate/possible evacuation of personnel from contaminated spaces, general corrective measures for improvements of air quality and the rationale for those recommendations.

Additional Microbial Sampling

Additional testing for microbial pollutants is to be completed. Specifically, two air samples within the subject space to be analyzed for viable and non-viable fungi and other particulates. One sample is to be collected outside of building for comparison. The samples are to be collected on Air-O-Cell sampling cassettes utilizing a calibrated high volume sampling pump. The samples are to be sent to an AIHA EMPAT accredited laboratory for analysis.

Sample results will be in report and will be compared against industry guidelines and recommendations.

Community Relations Support

Provide community relations support during all phases of the work; may be required due to public concern for health and safety, and the state of the environment. In order to provide community relations support, activities may include use of audio visual aids, fact sheets and public meeting participation.

Expert Witness Testimony

Provide expert witness testimony and formal testimony on behalf of the County. Expert witness testimony may be required to substantiate air quality testing and reporting. Witness testimony may be require at but not limited to; County level meetings, meetings with other elected official, public meetings (day or evening) and formal courtroom proceecings if necessary.

REVISED PRICE PROPOSAL RFP-0225/BLH
ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES
MACTEC ENGINEERING and CONSULTING, INC.
APRIL 4, 2007

ITEM #	ITEM	UNIT	UNIT PRICE
A.	**Asbestos Inspection**		
1	Comprehensive Asbestos Hazard Assessment Survey including Report Preparation	Each	$ 370.00
2	Pre-Demolition Asbestos Hazard Assessment Survey including Report Preparation	Each	$ 370.00
3	Bulk Sample Analysis	Each	$ 15.00
B.	**Air Monitoring and Quality Assurance**		
1	Air Monitoring and Quality Assurance Technician Fee	Hour	$ 49.00
2	Air Sampling Analyzed (PCM Analysis)	Each	$ 6.00
3	Air Monitoring and Quality Assurance, includes up to 10 samples (PCM) Analysis/10-hour day	Each	$ 549.00
4	Ozone Test (NIOSH Method S8)	Each	$ 75.00
5	Ammonia Sampling (OSHA ID 88)	Each	$ 50.00
C.	**Substances**		
1	Asbestos (Bulk Sample Analysis per Layer)	Sample	$ 15.00
2	Carbon Dioxide (instrumental)	Sample	$ 0.10
3	Carbon Monoxide (instrumental)	Sample	$ 0.10
4	Formaldehyde	Sample	$ 85.00
5	Fibrous Dust	Sample	$ 6.00
6	Hydrogen Sulfide (instrumental)	Sample	$ 0.10
7	Lead in Paint	Sample	$ 8.00
8	Lead in Water	Sample	$ 20.00
9	Nitrogen Dioxide/Nitric Oxide (instrumental)	Sample	$ 12.00
10	Nuisance Dust	Sample	$ 20.00
11	Organic Solvent Profile (NIOSH 1500/1501)	Sample	$ 125.00
12	Ozone	Sample	$ 6.00
13	Radon (Continuous Working Level Monitor)	Sample	$ 33.00
14	Radon (Canister)	Sample	$ 12.00
15	Temperature & Relative Humidity (instrumental)	Sample	$ 0.10
16	Volatile Organic Compounds (Air) (NIOSH 1500/1501)	Sample	$ 125.00
17	Volatile Organic Compounds (Water) (SW 8260)	Sample	$ 22.00
18	Surface Wipe/Bacteria Culture	Sample	$ 49.50

REVISED PRICE PROPOSAL RFP-0225/BLH
ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES
MACTEC ENGINEERING and CONSULTING, INC.
APRIL 4, 2007

ITEM	ITEM	UNIT	UNIT PRICE
19	Surface Wipe/Fungal Culture	Sample	$ 41.50
20	Airborne Bacterial Culture	Sample	$ 38.50
21	Airborne Fungal Culture	Sample	$ 38.50
22	Airborne Thermophilic Actinomycetes	Sample	$ 27.50
D	**Metals in Water**		
1	Arsenic	Sample	$ 20.00
2	Barium	Sample	$ 20.00
3	Cadmium	Sample	$ 20.00
4	Chromium	Sample	$ 20.00
5	Lead	Sample	$ 20.00
6	Mercury	Sample	$ 20.00
7	Selenium	Sample	$ 20.00
8	Silver	Sample	$ 20.00
9	Nitrate	Sample	$ 20.00
10	Copper	Sample	$ 20.00
11	Nickel	Sample	$ 20.00
12	Iron	Sample	$ 20.00
13	Zinc	Sample	$ 20.00
14	Manganese	Sample	$ 20.00
15	Magnesium	Sample	$ 20.00
E.	**Other Testing Upon Request**		
1	Day Rate (Technician)	Hour	$ 51.00
2	Report Preparation (Clerical)	Hour	$ 35.00
3	TEM Analysis (24-Hour Turnaround)	Sample	$ 50.00
4	TEM Analysis (48-Hour Turnaround)	Sample	$ 50.00
F.	**Expert Witness Testimony** – Provide expert witness testimony and formal testimony on behalf of the county. Expert witness testimony may be required to substantiate air quality testing and reporting. Witness testimony may be required at but not limited to; County level meetings, meetings with other elected official, public meetings (day or evening) and formal courtroom proceedings if necessary.	Multiplier	1.5 times Standard Hourly Rate *
G.	**Community Relations Support**-Provide community relations support during all phases of work; may be required due to public concern for health and safety, and the state of the environment. In order to provide community relations support, activities may include use of video aids, fact sheets and public meeting participation.	Multiplier	1.5 times Standard Hourly Rate *

* Based on 2007 Standard Hourly Unit Rates

REVISED PRICE PROPOSAL RFP-0225/BLH
ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES
MACTEC ENGINEERING and CONSULTING, INC.
APRIL 4, 2007

Labor Unit Rates	2007 Escalated Hourly Rate	Hourly Rates for Expert Witness Testimony and Community Relations Support
Program Manager	$ 158.72	$ 238.08
Corporate Consultant	148.83	223.25
Principal Professional	125.89	188.83
Senior Professional	123.43	185.15
Project Manager	115.78	173.67
Project Professional	80.06	120.08
Staff Professional	67.43	101.14
Sr Technician	63.27	94.91
CADD Operator	50.05	75.07
Project Technician	49.28	73.92
Secretary	46.10	69.16
Staff Technician	44.13	66.19
Admin	43.69	65.54
Technician	35.50	53.24

CONSULTANT SERVICES AGREEMENT (RFP-0225-05/BLH)
ASBESTOS AND INDOOR AIR QUALITY

06 JAN 10 PM 2:51

THIS AGREEMENT is made and entered into this 10th day of January, 2006, by and between MACTEC ENGINEERING AND CONSULTING, INC duly authorized to conduct business in the State of Florida, whose address is 4150 N. John Young Parkway, Orlando, Florida 32804, hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide professional consulting services with regard asbestos and indoor air quality in Seminole County; and

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

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eve Roach
DEPUTY CLERK

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by 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. 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. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the 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 the 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. The COUNTY agrees to compensate the 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 the CONSULTANT, his employees or his 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 their 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 the COUNTY, the cost of other expenditures made by the 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. The CONSULTANT shall perform all work required by the Work

Order but, in no event, shall the 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, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the 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. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said 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 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," the 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. The COUNTY shall pay the 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, the 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. The COUNTY shall pay the 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 the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the 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, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the 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 the COUNTY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Administrative Services Department
200 W. County Home Road
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the 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 the 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 the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the 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 the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

(a) The 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 the CONSULTANT under this Agreement. The 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 the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for damages to the COUNTY to the extent caused by the 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 the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT

shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the 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 the COUNTY in either it's 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 the CONSULTANT.

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

(e) The rights and remedies of the COUNTY provided 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. The 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. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the 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) The 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 the COUNTY.

(b) The 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, the 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 the 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, the CONSULTANT must first secure the prior express written approval of the 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. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against claims, losses, damages or lawsuits for damages to the extent arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

SECTION 19. INSURANCE.

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

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be

named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

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

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

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

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'S 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 the 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) The CONSULTANT'S insurance shall cover the 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. The 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 the 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) The CONSULTANT'S insurance shall cover the 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 the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry 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 the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the 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 either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims

reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or 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 55.1, "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 the COUNTY protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the 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 THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon

request by the CONSULTANT, shall designate in writing and shall advise the 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 the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the 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, the 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 the COUNTY to terminate this Agreement

immediately upon delivery of written notice of termination to the 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

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

For CONSULTANT:

MACTEC Engineering
4150 N. John Young Pkwy
Orlando FL 32804

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the 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 the COUNTY.

MACTEC ENGINEERING AND CONSULTANTS, INC.

Witness

Kendall H. Sherrill
Print Name

Witness

Carol J. Bucher
Print Name

By: Brian J. Duchene
Principal Engineer

Date: 1/4/05

OCA
1/4/06

WITNESSES:

Witness

Robert Hunter
Print Name

Witness

WILLIAM JOHNSON
Print Name

SEMINOLE COUNTY, FLORIDA

By:

Date: 10 January 2006

As authorized by Section 330.0, Seminole County Administrative Code

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

N/A
County Attorney

AC/lpk
11/16/05 11/29/05 12/19/05
RFP-0225

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

SCOPE OF SERVICES
ASBESTOS & INDOOR AIR QUALITY
CONSULTANT SERVICES

The County is seeking proposals from qualified firms to provide professional services for asbestos and indoor air quality services. Services to include site visits to review building plans and previous reports, conduct visual observations, take samples of suspect materials, perform laboratory analysis, provide written reports of findings, provide abatement plan, perform abatement monitoring, and provide final report.

Services also include site visits to review available building information, conduct visual observations and obtain selected indoor air quality measurements, collected in numerous locations within the subject space at various times during a typical workday. These measurements consist of carbon dioxide, carbon monoxide, temperature, dew point, relative humidity, hydrogen sulfide, formaldehyde, within others, using direct reading instruments or colorimetric detector tubes.

Consultant shall look for evidence of moisture intrusion through the building envelope, including roof and curtain wall assemblies. Also look for processes or conditions within the subject area that may produce adverse conditions to the air quality. Consultant shall perform additional testing for microbial pollutants. Two air samples shall be collected in the subject space to be analyzed for viable and non-viable fungi and other particulates. One sample is to be collected outside the building for comparison. The consultant shall also review the building's mechanical plans and conduct a visual observation of the HVAC system serving the area.

At the completion of the site visits, the consultant shall prepare a report summarizing the information obtained. This report shall discuss the visual observations, evaluations, and the results of comfort parameter screening and carbon monoxide measurements. Consultant shall provide recommendations concerning general corrective measures for improvement of air quality within the report and rationale for those recommendations.

EXHIBIT "B"

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
[ ] _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within (_____) calendar days after the actual date of Substantial Completion. 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

(CORPORATE SEAL)

_____
(Company Name)

By: _____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

As authorized by Section 330.3, Seminole County Administrative Code

WITNESSES:

_____
(Contracts Analyst, print name)

_____
(Contracts Analyst, print name)

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) CONTRACT PRICE:

(i) COUNTY shall pay CONTACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR ($) subject only to increases or decreases made in strict conformance with the Contract Documents.

(ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTACTOR's Total Bid (Work Order Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law licensing, and permitting requirements; (3) the Project site conditions, including but not limited to , subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

(i) CONTACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.

(iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

(i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not competed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, _____ ($_____) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work in not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set froth above.

(ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR;s failure in meeting either or both the Substantial Completion and Final Completion dates.

(iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work

PRICE PROPOSAL

RFP-0225-05/BLH – ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES

In accordance with the specifications indicated in the Request for Proposals, the undersigned Proposer hereby submits the following for providing Seminole County with the required services. The undersigned Proposer accepts all terms stated herein and agrees to comply with all laws, State of Florida regulations and other factors affecting this project. The Proposer certifies that this proposal is based upon all conditions as listed in the proposal documents and that has made no changes in the proposal document as received. The Proposer further proposes and agrees, if his submittal is accepted, he will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between him and Seminole County, Florida, for the performance of all requirement to which this proposal pertains.

A. Asbestos Inspection

1. Comprehensive asbestos hazard assessment survey including report preparation	$ 370.00 Ea
2. Pre-demolition asbestos hazard assessment survey including report preparation	$ 370.00 Ea
3. Bulk sample analysis (per layer)	$ 15.00 Ea

B. Air Monitoring and Quality Assurance

1. Air monitoring and quality assurance Technician fee	$ 49.00 /Hr
2. Air sample analyzed (PCM Analysis)	$ 6.00 Ea
3. Air monitoring and quality assurance, includes up to 10 samples/10 hour day/PCM analysis	$ 549.00 Ea
4. Ozone test (following ~~NIOSH Method 6603~~ OSHA ID214	$ 75.00 Ea
5. Ammonia sampling (following ~~NIOSH Method P&CAM 205~~ OSHA ID 188	$ 50.00 Ea

C. Substance

1. Asbestos (bulk sample) (per layer)	$ 15.00 /Sample
2. Carbon dioxide (instrumental)	$ 0.10 /Sample
3. Carbon monoxide (instrumental)	$ 0.10 /Sample
4. Formaldehyde	$ 85.00 /Sample
5. Fibrous dust	$ 6.00 /Sample
6. Hydrogen sulfide (instrumental)	$ 0.10 /Sample
7. Lead in paint	$ 8.00 /Sample
8. Lead in water	$ 20.00 /Sample
9. Nitrogen dioxide/Nitric oxide (instrumental)	$ 12.00 /Sample
10. Nuisance dust	$ 20.00 /Sample
11. Organic solvent profiles (NIOSH 1500/1501)	$ 125.00 /Sample

12. Ozone	$ 6.00 /Sample
13. Radon (continuous working level monitor)	$ 33.00 /Sample
14. Radon (canister)	$ 12.00 /Sample
15. Temperature & relative humidity (instrumental)	$ 0.10 /Sample
16. Volatile organic compounds (air) (NIOSH 1500/1501)	$ 125.00 /Sample
17. Volatile organic compounds (water) (SW8260)	$ 22.00 /Sample
18. Surface wipe /Bacteria culture	$ 49.50 /Sample
19. Surface wipe/Fungal culture	$ 41.50 /Sample
20. Airborne bacterial culture	$ 38.50 /Sample
21. Airborne fungal culture	$ 38.50 /Sample
22. Airborne thermophilic actinomycetes	$ 27.50 /Sample

D. Metals in Water

1. Arsenic	$ 20.00 /Sample
2. Barium	$ 20.00 /Sample
3. Cadmium	$ 20.00 /Sample
4. Chromium	$ 20.00 /Sample
5. Lead	$ 20.00 /Sample
6. Mercury	$ 20.00 /Sample
7. Selenium	$ 20.00 /Sample
8. Silver	$ 20.00 /Sample
9. Nitrate	$ 20.00 /Sample
10. Copper	$ 20.00 /Sample
11. Nickel	$ 20.00 /Sample
12. Iron	$ 20.00 /Sample
13. Zinc	$ 20.00 /Sample
14. Manganese	$ 20.00 /Sample
15. Magnesium	$ 20.00 /Sample

E. Other Testing Upon Request

1. Day rate (Technician)	$ 51.00/Hr
2. Report preparation (Clerical)	$ 35.00/Hr
3. TEM Analysis (24 hour turnaround)	$ 50.00/Sample
4. TEM Analysis (48 hour turnaround)	$ 45.00/Sample

PROPOSAL SUBMITTED BY:

MACTEC Engineering and Consulting, Inc.

Name of the Firm(s), Corporation, or Individual

By: _____ Signature

Title: PRINCIPAL ENGINEER

Seminole County Board of County Commissioners
Request for Proposal

RFP-0225-05/BLH
ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES

Scope of Services:

The County is seeking proposals from qualified firms to provide professional services for asbestos and indoor air quality services. Scope of Services will include but is not limited to site visits to review building plans and previous reports, conduct visual observations, take samples of suspect materials, perform laboratory analysis, provide written reports of findings, provide abatement plan, perform abatement monitoring, and provide final report.

The resulting contract will be for a base period of two years with two 1-year renewal options giving a total contract term of four years. Work Orders will be issued against the contract as necessary to complete work. The County estimates the budget for these services as $10,000.00 per year.

Ordering Instructions: This package can be obtained from the County's website http://www.seminolecountyfl.gov/purchasing select Current Procurement, or by calling 407-665-7119.

Due Date/Time: October 26, 2005 at 2:00 PM Eastern at the County Services Building, Purchasing and Contracts Division, 1101 East First Street, Room 3208, Sanford, Florida 32771.

M/WBE's are encouraged to participate in the process.

NOTE: ALL PROSPECTIVE RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE SEMINOLE COUNTY STAFF OR OFFICIALS OTHER THATN THE SPECIFIED CONTACT PERSON CONCERNING THIS PROJECT.

Contact: Bob Hunter
Contracts Analyst
Ph. 407 665-7119
Fx. 407 665-7956

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

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-0225-05/BLH

RFP TITLE: **ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES**

DUE DATE: October 26, 2005, 2:00 P.M.

	Response 1	Response 2	Response 3	Response 4	Response 5
INFORMATION PROVIDED IN RESPONSE	GLE Associates, Inc. 1320 N. Semoran Blvd. Suite 203 Orlando, FL 32807 James E. Elliott, P.E. Director Ph. 407 658-4151 Fx. 407 658-4410	MACTEC Engineering 4150 N. John Young Pkwy Orlando, FL 32804 Brian DuChene, P.E. Principal Engineer Ph. 407 522-7570 Fx. 407 522-7576	PSI 1748 33rd Street Orlando, FL 32839 Jeffrey Martineau Environmental Department Manager Ph. 407 304-5560 Fx. 407 304-5561	QORE, Inc. 598 S. North Lake Blvd. Suite 1024 Altamonte Springs, FL 32701 Daniel S. Krasno Vice President Ph. 407 645-3400 Fx. 407 645-3731	Universal Engineering Sciences, Inc. 3532 Maggie Blvd. Orlando, FL 32811-6697 William H. Crowe Environmental Services Director Ph. 407 423-0504 Fx. 407 423-3106

OPENED and TABULATED BY: **B. Hunter, Contracts Analyst**
POSTED: **10/26/05**

EVALUATION CRITERIA: **Each criterion will be scored up to the percentage allotted for each (total 100%). Experience of Contractor (25%); Office Location (25%); Current Workload (20%); Staffing (30%)**

EVALUATION COMMITTEE MEETING: **November 2, 2005 at 3:00 PM Eastern**
Facilities Conference Room at Reflections, 205 W. County Home Rd. Sanford, FL 32773

SHORTLISTED FIRMS (3 in alpha order): **MACTEC Engineering; PSI; Universal Engineering Sciences, Inc.**

RECOMMENDATION OF AWARD: **MACTEC Engineering** **Posted 11/15/05**

DATE FOR AWARD: **December 20, 2005 (REVISED 12/19/05)**