

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Enter into contract with Ingenuity Engineers, Inc. to provide Mechanical, Electrical, Plumbing, Fire Protection Continuing Engineering Services (Staff recommends approval).

REQUESTED ACTION: Approve

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 8/14/2012
 Special Meeting

CONTRACT: N/A

Vendor/Entity: Ingenuity Engineers, Inc.

Effective Date: 8/14/2012
Managing Division / Dept:

Termination Date: 8/13/2015
Public Works Division/Facilities Development Department

BUDGET IMPACT: To be determined by task order

Annual
 Capital
 N/A

FUNDING SOURCE: Capital Outlay Revenue

EXPENDITURE ACCOUNT: To be determined by task order/project

HISTORY/FACTS/ISSUES:

The County advertised RFQ 013-0-2012/AT Mechanical, Electrical, and Plumbing (MEP) Engineering for Continuing Services Contract and received six proposals packets, interviewed four firms, and selected Ingenuity Engineers, Inc. for contract negotiations. The attached annual MEP contract will allow Sumter County the ability to address mechanical, electrical, and plumbing problems on County facilities in a direct and efficient manner.

Attachments include:

1. Contract
2. Exhibit A - Scope of work
3. Exhibit B - Hourly rates
4. Exhibit C - Reimbursed rates
5. Proof of Insurance
6. Agenda item dated 6/26/12 for contract negotiation approval

Staff is recommending Board approval of contract and attachments.

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION CONTINUING ENGINEERING SERVICES CONTRACT

This Contract made and entered into this ____ day of _____, 2012, by and between the SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "COUNTY" and INGENUITY ENGINEERS, INC., hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain Ingenuity Engineers, Inc. to perform Continuing Professional **Mechanical, Electrical, Plumbing, Fire Protection (M,E,P)** Design Engineering Services for Sumter County.

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of (M, E, P) Engineering services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 GENERAL

- 1.1 "ENGINEER" shall be defined herein to include all principals of the firm of (TBD), including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the ENGINEER to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the COUNTY prior to Notice to Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the ENGINEER will have submitted to the COUNTY a detailed resume of key engineering personnel that will be involved in performing Services described in the Assignment. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project engineers.
- 1.3 The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in each authorized Project.
 - 1.3.1 Certain and agreed upon Subconsultant Services may constitute a specialized Task Order requiring the independent Sub consultant to work directly with the COUNTY.
- 1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida, and the requirements of any regulatory agency, if required.

- 1.6 This assignment is for Continuing Professional (M, E, and P) Engineering Services for projects located in Sumter County, Florida. It is understood that Professional Service projects awarded under this agreement will be assigned for Continuing Professional (M,E,P) Engineering Services, provided that; (1) there is no conflict of interest present relating to the project assignment either by the Engineer or any principal of the Engineer; (2) the Engineer's schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer's cost proposal for completing the assignment is within the budget available for the work. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment. Unless modified in writing by the parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

2.2 SPECIAL ENGINEERING SERVICE

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

2.3 TASK ORDERS

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form, which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

The County Administrator or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g). Professional fees under such specified Task Orders shall be based on a written proposal from the ENGINEER as may be requested in writing by the COUNTY's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g), for Continuing Contracts either initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

2.4 PAST PROJECTS

The ENGINEER agrees to research its historic records and provide the COUNTY, to the extent documentation is available, an itemized list of past projects performed by the ENGINEER for the COUNTY. Certified Record Drawings and other applicable project documentation will at the request of the COUNTY be duplicated and provided to the COUNTY at the direct cost of research and reproduction.

SECTION 3 COUNTY'S RIGHTS AND REPOSIBILITIES

The COUNTY shall provide the service described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY's files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be, and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.
- 3.2 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required for the ENGINEER within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and render written decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.
- 3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

SECTION 4 COMPENSATION

4.1 GENERAL

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2 LUMP SUM METHOD

- a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

a) DIRECT COSTS

Direct costs are Subconsultant Costs and Other Direct and Unit Costs as defined in Exhibit C. Direct Subconsultant Costs shall be defined as the actual compensation paid to professional and technical subconsultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

b) HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the ENGINEER, including its subconsultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. It is anticipated that the rates may change annually to compensate for inflation.

c) OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the ENGINEER of project-related expenses that are required to complete the Assignment, as defined in the following paragraphs.

d) EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the ENGINEER's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00 shall be the property of COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

e) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

f) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

g) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the COUNTY.

h) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

i) COST LIMITATION

- (1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.
- (2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.
- (3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

j) TASK ORDER CONTRACT PRICE

- (1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.
- (2) In the event any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt

by the ENGINEER of the County's notification of changed work, unless the County shall grant a further period of time for such request resolution.

k) PROGRESS PAYMENTS TO THE ENGINEER

- (1) For a Task Order Performed under the Lump Sum Method of compensation, the ENGINEER will prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.
- (2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER shall submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the ENGINEER and shall be supported by the ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINANATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

**SECTION 5
WORK COMMENCEMENT/IMPLEMENTATION
SCHEDULE/LENGTH OF CONTRACT**

5.1 WORK COMMENCEMENT

The ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-To-Proceed from the COUNTY's Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Task Order of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the COUNTY and the ENGINEER in the event such delay causes any Task Order's costs to increase for reasons beyond the ENGINEER's control.

5.3 EXPIRATION

This Contract shall expire three (3) years after the date of execution of this Agreement. This Contract may be extended for two (2) additional one (1) year periods; not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

5.4 CONTINUING CONTRACT

In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the COUNTY and the ENGINEER, whereby the ENGINEER shall provide professional services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the ENGINEER shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

SECTION 6 COUNTY'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this contract. The County Administrator or designee shall have the following responsibilities.

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- b. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than \$25,000.00 pursuant to paragraph 2.3 hereof.

SECTION 7 CHANGES IN SCOPE

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change, including any increase or decrease in the amount of the ENGINEER's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

SECTION 8 TERMINATION OF CONTRACT

8.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform.
- b. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in affect as of the date of this Contract, and the particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.
- c. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.
- d. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the COUNTY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

- a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY's Rights and Responsibilities.
- b. The COUNTY fails to pay the ENGINEER in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that thirty (30) days prior written notice is given to the ENGINEER of the COUNTY's intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

8.6 SUSPENSION

- a. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

- b. If the aggregate time of the COUNTY's suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in

compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

SECTION 9 CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES / VENUE

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be subject to mediation if the parties hereto mutually agree. The contract and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Florida. The parties further agree that the venue of any legal action will be Sumter County, Florida. The prevailing party in any litigation arising out of this contract will be entitled to cost and reasonable attorney fees.

SECTION 10 INDEMNITY AND INSURANCE

10.1 GENERAL

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the COUNTY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement, and those of the ENGINEER's subconsultants or anyone for whom the ENGINEER is legally liable.

The COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the COUNTY's negligent acts, errors or omissions and those of the COUNTY's contractors, subcontractors, consultants or anyone for whom the COUNTY is legally liable, and arising from the project that is the subject of this Agreement.

The ENGINEER is not obligated to indemnify the COUNTY in any manner whatsoever for the COUNTY's own negligence.

10.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

- a. Worker's Compensation

The ENGINEER will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$100,000 for Employers' Liability.

b. Comprehensive General Liability

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

c. Comprehensive Automobile Liability

The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$500,000 CSL or its equivalent

d. Professional Liability Insurance

Annual Professional Liability Insurance will be maintained with coverage in an amount of not less than \$1,000,000 that protects the ENGINEER to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of service performed by the ENGINEER, or any person or subcontractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:

Sumter County

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

**SECTION 11
NEGOTIATION DATA**

The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

**SECTION 12
OWNER OF DOCUMENTS**

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at

Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its subcontractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

SECTION 13 STANDARDS OF CONDUCT

13.1 ENGINEER EMPLOYEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 ENGINEER COMPLIANCE WITH LAWS

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY's objections prior to the ENGINEER's removal of any employee or representative.

13.5 PUBLICATION

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 14 ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY's expense.

14.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 CODES AND DESIGN STANDARDS

All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SECTION 18 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 EXTENT OF CONTRACT

This Contract, together with the Exhibits hereinafter identified and listed in this Section, constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in

connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

**SECTION 20
E-VERIFY**

E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work eligibility status of prospective employees.

The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
- Exhibit B: Task Order Format and Standard Hourly Rates
- Exhibit C: Reimbursable Direct Cost
- Exhibit D: Truth in Negotiation Form
- Exhibit E: Insurance Certificate

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.

ENGINEER
Ingenuity Engineers, Inc.

David F. Green Jr., President

Witness

COUNTY
Sumter County Board of County Commissioners

***** , Chairman

Attest

EXHIBIT "A"

SCOPE OF PROFESSIONAL ENGINEERING SERVICES

Services to include, but not be limited to, the following Mechanical, Electrical, Plumbing, Fire Protection (M,E,P) Services:

1. Various M.E.P survey services and studies.
2. Perform Preliminary Design studies.
3. Prepare engineering plans, construction specifications, construction estimates for various projects.
4. Conduct pre-bid meetings
5. Attend bid openings.
6. Conduct pre-construction meetings.
7. Review bids and invoices.
8. Authorize project payments by the County.
9. Perform Construction Engineering Inspections on County projects.
10. Administer construction projects on behalf of the County.
11. Assist the BOCC and staff in engineering matters not specifically outlined, on an as needed basis.



August 1, 2012

Mr. Christopher Wert, PE
Assistant Director Engineering
Board of Sumter County Commissioners
319 East Anderson Ave.
Bushnell, Florida 33513
Phone: 352.569.6700
Email: Chris.Wert@Sumtercountyfl.gov

RE: **Sumter County Mechanical, Electrical, Plumbing and Fire Protection
Continuing Engineering Contract
IEI# I12500.00**

Subject: **Exhibit "B" Hourly Rate Schedule**

Dear Mr. Wert,:

Please find the attached hourly rates for the Sumter County Continuing contract :

Ingenuity 2012 Hourly Rates

Principal	\$180
Senior Project Manager/Engineer	\$145
Senior Electrical Designer	\$110
Senior Mechanical Designer	\$110
Senior Plumbing Designer	\$110
Administrative Assistant	\$ 85

ingenuity engineers, inc.



August 1, 2012

Mr. Christopher Wert, PE
Assistant Director Engineering
Board of Sumter County Commissioners
319 East Anderson Ave.
Bushnell, Florida 33513
Phone: 352.569.6700
Email:Chris.Wert@Sumtercountyfl.gov

RE: **Sumter County Mechanical, Electrical, Plumbing and Fire Protection
Continuing Engineering Contract
IEI# I12500.00**

Subject: **Exhibit "C" Reimbursable Direct Cost Form**

Dear Mr. Wert:

Please find the explanation of the Reimbursable Direct Costs:

1. **REIMBURSIBLE DIRECT COSTS**

Reimbursable Direct Costs include the actual costs to the ENGINEER of project-related expenses that are required to complete the Assignment, as defined in the following paragraphs. All Costs will be billed and invoices at cost plus 5% of the total actual cost.

A) **EQUIPMENT, MATERIALS AND SUPPLIES**

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the ENGINEER's Standard hourly rates, such as: printing , special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00 shall be the property of COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

ingenuity engineers, inc.

B) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

C) COMMUNICATIONS AND SHIPPING

This item includes the identifiable postage and express charges at actual cost.

D) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the COUNTY.

E) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs.

Sincerely,



David F. Green, Jr.
President/CEO

DESCRIPTIONS (Continued from Page 1)

General Liability and Automobile Liability policies where required by a written contract prior to a loss per policy terms and conditions (CG D3 81 09 07, G 20 10 07 04 and CA T4 37 08 08), . A Waiver of Subrogation in favor of the Sumter County Board of County Commissioners applies all policies listed (CA T3 40 08 08, WC 00 03 13). A thirty (30) day written notice of cancellation or modification of coverage applies. Umbrella policy follows form. A.M. Best Ratings: Travelers Insurance A+, XV, XL Specialty A, XV.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage"

COMMERCIAL GENERAL LIABILITY occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Sumter County Board of County Commissioners	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: (XVMPAUB-5614Y97-0-12)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
IN A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 12-22-11

ST ASSIGN:

REQUEST FOR QUALIFICATIONS

Notice is hereby given that the County Commissioners of Sumter County, Florida, will be receiving qualification packages for the following: "Request for Qualifications for Sumter County MEP Engineering Services for Continuing Service Contract"

Information is available upon request by calling (352) 689-4435, by coming to the Financial Services Department, Suite 206, The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785, or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this project must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Mrs. Amanda Taylor, Procurement Coordinator
Mailing Address: 7375 Powell Road, Suite 206
Wildwood, FL 34785
E-mail: Amanda.taylor@sumtercountyfl.gov
Fax: (352) 689-4436

The deadline for submission of questions relating to the RFQ shall be, May 11, 2012 by 5:00pm. A copy of the RFQ packet must be obtained in order to view the items being requested by Sumter County.

All packets are due by 12:00 p.m. on June 5, 2012 to 7375 Powell Road, Wildwood, FL 34785. Late submittals will be rejected and returned unopened to the Proposer. Packages must be firmly sealed in packaging that is clearly marked on the outside: "RFQ 013-0-2012/AT for Sumter County MEP Engineering Services for Continuing Service Contract". Sealed RFQ's must be mailed or delivered to Mrs. Amanda Taylor, at the above address.

Upon submission, all RFQ's will become the property of the County, who has the right to use any or all ideas presented in any package submitted in response to this RFQ, whether or not the RFQ is accepted. Packages will be opened at 12:05 p.m. on June 5, 2012 in Room 110 of The Villages Sumter County Service Center, Wildwood, FL 34785. The Selection Committee will meet on June 12, 2012 at 2:00 p.m. in Room 110 of The Villages Sumter County Service Center. If necessary, vendor presentations will be held on June 18, 2012 starting at 10:30 p.m. in Room 102 of The Villages Sumter County Service Center. The Selection Committee's recommendation will be taken to the Sumter County Board of County Commissioners for a final decision on June 26, 2012.

BOARD OF SUMTER COUNTY COMMISSIONERS, SUMTER COUNTY, FLORIDA
PUBLISH 4/20/2012 and 4/27/2012

RFQ 013-0-2012/AT Sumter County MEP Engineering for Continuing Service Contract –
Selection Committee Meeting minutes

The Selection Committee met on 6-12-2012 at 2:00 p.m. in Room 110 of The Villages Sumter County Service Center, Wildwood, FL 34785.

Scott Cottrell and Chris Wert were present to represent the Selection Committee. Chris Morrison was present to represent the Financial Services Department.

Richard Cobb, Selection Committee Member, was unable to attend the meeting due to an emergency.

Chris reviewed the dates as listed in the RFQ and turned the meeting over to the Selection Committee.

The Committee discussed the six proposals that were received and turned in their score sheets according to the RFQ.

Scores are as follows:

	KEM	Ingenuity	Matern	SGM	GLE	OCI
Scott	59	82	90	93	85	91
Chris	74	85	81	85	78	83
TOTALS	133	167	171	178	163	174

*Score sheets are attached.

The Selection Committee agreed to hold vendor presentations for the top four scoring firms, SGM Engineering, Inc., OCI Associates, Matern Professional Engineering, Inc., and Ingenuity Engineers as set per the RFQ on 6-18-2012 starting at 10:30 a.m. in Room 102.

Presentations will be 20 minutes with a Q&A session to follow for 10 minutes. The Selection Committee stated they would like to see details regarding the following:

1. Team Concept
2. Response Time
3. Concept of Project Management, Construction Management, and Design
4. Schedule of Cost Controls

The meeting adjourned at 2:30 p.m.

RFQ 013-0-2012/AT for MEP Engineering Services for Continuing Service Contract

Score Sheet

Selection Committee Members	KEM Engineers	Ingenuity Engineers	Matern Professional Engineering	SGM Engineering, Inc.	GLE Associates	OCI Associates
Scott Cottrell	59	82	90	93	85	91
Chris Wert	74	85	81	85	78	83
Richard Cobb	N/A	—	—	—	—	—
Totals	133	167	171	178	163	174

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RFQ 013-0-2012/AT for MEP Engineering Services for Continuing Service Contract

Score Sheet

Scoring Criteria	KEM Engineers	Ingenuity Engineers	Matern Professional Engineering	SGM Engineering, Inc.	GLE Associates	OCI Associates
Firm Description (10 points)	8	10	10	10	10	10
Experience & Ability to Meet the Budget (35 points)	25	28	30	30	35	33
Design Plan (20 points)	10	16	20	20	18	20
Services (10 points)	4	8	10	10	7	10
Schedule (15 points)	0	15	15	13	10	13
Certified Minority Business Enterprise (5 points)	5	0	0	5	0	0
Other Benefits (5 points)	5	5	5	5	5	5
Totals	59	82	90	93	85	91

Ingenuity
Matern
SGM
OCI

OCL

Where the RFP requires the Engineer firm to submit a number of days, or to submit a milestones chart, the days used shall be calendar days unless otherwise specified herein.

PROJECT SCHEDULE, MILESTONE DATE REQUIREMENTS AND ASSESSMENTS: ONCE THE CONTRACT HAS BEEN APPROVED BY THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, THE ENGINEER FIRM AND SUMTER COUNTY WILL AGREE TO AN ACTUAL NOTICE TO PROCEED DATE WHICH WILL COMMENCE ALL DESIGN AND PERMITTING ACTIVITIES PER PROJECT. SHOULD THE ENGINEER FIRM FAIL TO MEET THE MILESTONE DATE OF THE SCHEDULE THE COUNTY WILL IMPOSE AN \$1,000.00 ASSESSMENT PER MILESTONE DATE WHICH IS NOT OBTAIN ON A MONTHLY BASICS. THIS ACTION WILL AUTOMATICALLY REDUCE THE CONTRACT AMOUNT ACCORDINGLY EACH MONTH. IF THE DESIGN FIRM IS ABLE TO MEET THE ORIGINAL COMPLETION DATE OF THE CPM SCHEDULE, SUMTER COUNTY BOCC WILL REIMBURSE THE ENGINEER FIRM FOR MAINTAINING THE OVERALL SCHEDULE, ALTHOUGH IF THE DESIGN FIRM FAILS TO MEET THE ORIGINAL COMPLETION DATE THE SUMTER COUNTY BOCC WILL RETAIN ALL ASSESSMENTS.

It is the responsibility of each Engineer firm to examine the entire RFQ, seek clarification in writing, and review its proposals for accuracy before submitting. Once the submission deadline has passed, all proposal submissions will be final. The Owner will not request clarification from any Engineer firm relative to their proposal submission.

No Engineer firm is permitted to contact any member of or employee of the County of Sumter regarding this RFQ, proposal evaluation, or selection process from the time the RFQ is issued until the time a notification of intent to award is announced, except if such contact is in writing (with a copy of any written communication being forwarded to the Owner's Representative). Unauthorized contact with the County or any employees thereof may result in disqualification of the firm from the selection process.

It is the Owner's intent to minimize the cost to Engineer firm's who are responding to this request for proposals, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your firm's suitability for this Project and understanding of the Project and Owner. Experience must be described by each firm, if there are multiple firms proposed as one team.

Questions relating to the RFQ must be submitted in writing— to: Mrs. Amanda Taylor fax (352) 689-4040 or Email Amanda.taylor@sumtercountyfl.gov

The deadline for submission of Questions relating to the RFP shall be Wednesday, November 16, 2011 at 2:00pm EST. All questions that have been submitted in writing, prior to the deadline, will be compiled and answered in writing. A copy of all questions and answers will be sent to those firms who have stated their intent to respond by completing and faxing to us the form included in this RFQ.

Sealed qualifications will be received until 12:00pm, EST, Tuesday, June 5, 2012.

QUALIFICATIONS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective MEP Engineer must submit a complete response as required by the RFQ. Engineer must submit evidence of their ability to provide complete, thorough and comprehensive responses and information for each of the following components of the RFQ. Engineering firms must submit One (1) original, one (1) electronic version on a CD or Flash Drive of the original RFQ in its entirety not password protected, and five (5) copies of the original RFQ packet.

- A** **Firm Description (maximum 4 pages) (10 points)** 10
- 1. Describe the ownership and current principles of your firm and any other firm that you propose to become part of your team. From what office will this project be administered?
- 2. Describe the history and growth of your firm(s) *as succinctly as possible.*
- 3. Describe your experience with litigation with Owners and Contractors.
- 4. Provide company organizational chart.

B. Experience & Ability to Meet the Budget (35 points)

33

- 1. Provide no more than 7 recent examples of your experience in designing facilities similar to this project for other counties in Florida. For each of these projects:
 - a) Provide photographs
 - b) Provide an owner reference familiar with your performance on the project. *It is the proposer's responsibility to ensure that you have listed a current contact with a correct phone number.*
 - c) Provide a general contractor or CM at risk reference (with current phone number) familiar with your performance on each project.
 - d) List the individual who served as the primary point of contact and designer for your firm. Please note whether or not this individual is still employed with your firm.
- 2. Provide the two most recent projects your firm has completed. Include the total % change orders and performance relative to the initial project schedule. For each project, provide the name of an owner's representative (with a current phone number) who is familiar with your performance on the project.
- 3. Provide a brief description of your firm's experience in building County Administrative Facilities.

C. Design Plan (20 points)

20

- 1. Please designate the specific individuals that will fill key roles on your team.
- 2. Please provide for each of the above personnel:
 - a) Current resumes listing relevant (similar) project experience within the past several years.
 - b) Percent of time to be committed to this Project.
- 3. Please identify the individual who, *from project start to finish*, will be the leader of your design team and the principal point of contact between your firm and the Owner, the Engineer and other consultants. This individual's competence, his leadership, and his ability to achieve *customer satisfaction* will be heavily considered in the selection of an Engineer firm.
- 4. Provide an organizational chart showing the lines of responsibility and accountability for your team.

D. Services

(10 points)

10

- 1. Provide one page overview of services typically performed for similar projects as the MEP Engineer for a Continuing Service Contract
- 2. How would you implement these services to ensure the success of this project?
- 3. Describe your approach to teamwork on a project of this magnitude.

E. Schedule

(15 points)

13

- 1. Describe your general approach to the schedule for this project.
- 2. Describe your approach to schedule control and cost control.

F. Certified Minority Business Enterprise

(5 points)

0

- 1. Provide your fee as a lump sum not to exceed with clearly identified exceptions and provide your fee as a percentage of construction cost. The Owner desires to pursue either fee schedule during the negotiation process.

G. Other Benefits

(5 points)

5

- 1. Provide information here on any additional benefits of your team.

17 Jun 12

GLEE

Where the RFP requires the Engineer firm to submit a number of days, or to submit a milestones chart, the days used shall be calendar days unless otherwise specified herein.

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- A. Firm Description (maximum 4 pages) (10 points) 10**
1. Describe the ownership and current principles of your firm and any other firm that you propose to become part of your team. From what office will this project be administered?
 2. Describe the history and growth of your firm(s) *as succinctly as possible.*
 3. Describe your experience with litigation with Owners and Contractors.
 4. Provide company organizational chart.

B. Experience & Ability to Meet the Budget (35 points)

35

- ✓ 1. Provide no more than 7 recent examples of your experience in designing facilities similar to this project for other counties in Florida. For each of these projects:
 - ✓ a) Provide photographs
 - ✓ b) Provide an owner reference familiar with your performance on the project. *It is the proposer's responsibility to ensure that you have listed a current contact with a correct phone number.*
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- ✓ 3. Provide a brief description of your firm's experience in building County Administrative Facilities.

C. Design Plan (20 points)

18

- ✓ 1. Please designate the specific individuals that will fill key roles on your team.
- ✓ 2. Please provide for each of the above personnel:
 - ✓ a) Current resumes listing relevant (similar) project experience within the past several years.
 - ✓ b) Percent of time to be committed to this Project.
- ✓ 3. Please identify the individual who, *from project start to finish*, will be the leader of your design team and the principal point of contact between your firm and the Owner, the Engineer and other consultants. This individual's competence, his leadership, and his ability to achieve *customer satisfaction* will be heavily considered in the selection of an Engineer firm.
- ✓ 4. Provide an organizational chart showing the lines of responsibility and accountability for your team.

D. Services (10 points)

7

- ✓ 1. Provide one page overview of services typically performed for similar projects as the MEP Engineer for a Continuing Service Contract
- ✓ 2. How would you implement these services to ensure the success of this project?
- ✓ 3. Describe your approach to teamwork on a project of this magnitude.

E. Schedule (15 points)

10

- ✓ 1. Describe your general approach to the schedule for this project.
- ✓ 2. Describe your approach to schedule control and cost control.

F. Certified Minority Business Enterprise (5 points)

0

- 1. Provide your fee as a lump sum not to exceed with clearly identified exceptions and provide your fee as a percentage of construction cost. The Owner desires to pursue either fee schedule during the negotiation process.

G. Other Benefits (5 points)

5

- 1. Provide information here on any additional benefits of your team.

12 Jan 12
[Signature]

Ingenuity

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A. Firm Description (maximum 4 pages) (10 points)

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2. Describe the history and growth of your firm(s) *as succinctly as possible*.
3. Describe your experience with litigation with Owners and Contractors.
4. Provide company organizational chart.

10

28

B. Experience & Ability to Meet the Budget (35 points)

- ✓ 1. Provide no more than 7 recent examples of your experience in designing facilities similar to this project for other counties in Florida. For each of these projects:
 - ✗ a) Provide photographs
 - ✓ b) Provide an owner reference familiar with your performance on the project. *It is the proposer's responsibility to ensure that you have listed a current contact with a correct phone number.*
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- ✓ 3. Provide a brief description of your firm's experience in building County Administrative Facilities.

C. Design Plan (20 points)

16

- ✓ 1. Please designate the specific individuals that will fill key roles on your team.
- ✓ 2. Please provide for each of the above personnel:
 - ✓ a) Current resumes listing relevant (similar) project experience within the past several years.
 - ✗ b) Percent of time to be committed to this Project.
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- ✓ 4. Provide an organizational chart showing the lines of responsibility and accountability for your team.

Resumes
mt

D. Services (10 points)

8

- ✓ 1. Provide one page overview of services typically performed for similar projects as the MEP Engineer for a Continuing Service Contract
- OK 2. How would you implement these services to ensure the success of this project?
- OK 3. Describe your approach to teamwork on a project of this magnitude.

E. Schedule (15 points)

15

- ✓ 1. Describe your general approach to the schedule for this project.
- ✓ 2. Describe your approach to schedule control and cost control.

F. Certified Minority Business Enterprise (5 points)

0

No Fee
mt

- ✓ 1. Provide your fee as a lump sum not to exceed with clearly identified exceptions and provide your fee as a percentage of construction cost. The Owner desires to pursue either fee schedule during the negotiation process.

G. Other Benefits (5 points)

5

- OK 1. Provide information here on any additional benefits of your team.

12 Jan 12

Scott's Cottrell

SGM

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- A. **Firm Description (maximum 4 pages) (10 points)** 10
- 1. Describe the ownership and current principles of your firm and any other firm that you propose to become part of your team. From what office will this project be administered?
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- 4. Provide company organizational chart.

B. Experience & Ability to Meet the Budget (35 points)

30

- ✓ 1. Provide no more than 7 recent examples of your experience in designing facilities similar to this project for other counties in Florida. For each of these projects:
 - ✓ a) Provide photographs
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C. Design Plan (20 points)

20

- ✓ 1. Please designate the specific individuals that will fill key roles on your team.
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 - ✓ a) Current resumes listing relevant (similar) project experience within the past several years.
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D. Services (10 points)

10

- ✓ 1. Provide one page overview of services typically performed for similar projects as the MEP Engineer for a Continuing Service Contract
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E. Schedule (15 points)

13

- ✓ 1. Describe your general approach to the schedule for this project.
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F. Certified Minority Business Enterprise (5 points)

5

- ✓ 1. Provide your fee as a lump sum not to exceed with clearly identified exceptions and provide your fee as a percentage of construction cost. The Owner desires to pursue either fee schedule during the negotiation process.

G. Other Benefits (5 points)

5

- 1. Provide information here on any additional benefits of your team.

Scott [Signature]
14 Jan 12

Matern

MPE

Sumter County Board of County Commissioners – RFQ# 013-0-2012/AT – MEP Engineering Services for Continuing Service Contract

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A. Firm Description (maximum 4 pages)

(10 points)

10

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- 4. Provide company organizational chart.

30

B. Experience & Ability to Meet the Budget (35 points)

- ✓ 1. Provide no more than 7 recent examples of your experience in designing facilities similar to this project for other counties in Florida. For each of these projects:
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C. Design Plan (20 points)

20

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D. Services (10 points)

10

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E. Schedule (15 points)

15

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F. Certified Minority Business Enterprise (5 points)

0

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G. Other Benefits (5 points)

5

- 1. Provide information here on any additional benefits of your team.

Good price

Energy consumption

12 Jan 12

[Handwritten signature]

KEM

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8/31

B. Experience & Ability to Meet the Budget (35 points)

25

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C. Design Plan (20 points)

12

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D. Services (10 points)

4

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E. Schedule (15 points)

0

- X 1. Describe your general approach to the schedule for this project.
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F. Certified Minority Business Enterprise (5 points)

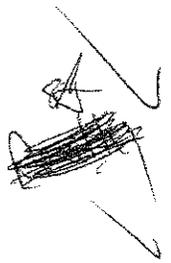
3

- 1. Provide your fee as a lump sum not to exceed with clearly identified exceptions and provide your fee as a percentage of construction cost. The Owner desires to pursue either fee schedule during the negotiation process.

G. Other Benefits (5 points)

5

- 1. Provide information here on any additional benefits of your team.



RFQ 013-0-2012/AT for MEP Engineering Services for Continuing Service Contract

Score Sheet

Scoring Criteria	KEM Engineers	Ingenuity Engineers	Matern Professional Engineering	SGM Engineering, Inc.	GLE Associates
Firm Description (10 points)	8	10	10	10	10
Experience & Ability to Meet the Budget (35 points)	20	30	25	25	25
Design Plan (20 points)	18	20	20	20	20
Services (10 points)	10	10	10	10	10
Schedule (15 points)	10	12	13	12	10
Certified Minority Business Enterprise (5 points)	5	0	0	5	0
Other Benefits (5 points)	3	3	3	3	3
Totals	74	85	81	85	78

Ch. West
6-12-12

OCI Associates
10
30
18
10
12
0
3
83

Ch. Whit
6-12-12

RFQ 013-0-2012/AT Sumter County MEP Engineering for Continuing Services Contract Vendor Presentations and Selection Committee Meeting minutes

The meeting was held on 6-18-2012 at 10:30 a.m. in Room 102 of The Villages Sumter County Service Center, Wildwood, FL.

Scott Cottrell and Chris Wert were present representing the Selection Committee. Chris Morrison was present representing the Financial Services Department.

Presentations were given in the following order:

1. Ingenuity Engineers, Inc.
2. Matern Professional Engineering, Inc.
3. OCI Consulting Engineers
4. SGM Engineering

The presentations ended at 1:15 p.m.

The Selection Committee broke and reconvened at 1:22 p.m.

The Selection Committee discussed the presentations.

Total scores are listed below:

Selection Committee Members	Ingenuity Engineers, Inc.	Matern Professional Engineering, Inc.	OCI Consulting Engineers	SGM Engineering
Scott Cottrell	4.800	4.550	4.550	4.725
Chris Wert	5.000	4.600	4.700	4.200
Totals	9.800	9.150	9.250	8.925

1. Ingenuity Engineers, Inc. – 9.800
2. OCI Consulting Engineers – 9.250
3. Matern Professional Engineering, Inc. – 9.150
4. SGM Engineering – 8.925

Score sheets are attached.

The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to award and enter into contract negotiations with Ingenuity Engineers, Inc.

The meeting adjourned at 1:45 p.m.

RFQ 013-0-2012/AT for MEP Engineering Services for Continuing Service Contract

Score Sheet

Selection Committee Members	Ingenuity Engineers	Matern Professional Engineering	OCI Associates	SGM Engineering, Inc.
Scott Cottrell	4.8	4.55	4.55	4.725
Chris Wert	5.0	4.6	4.7	4.2
Totals	9.8	9.15	9.25	8.925

①

②

Ingenuity

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	4	0.10	.4
2. Response Time	5	0.40	2.0
3. Concept of Project Management, Construction Management, and Design	5	0.30	1.5
4. Schedule of Cost Controls	4.5	0.20	.9

4.8 Total Score

SCORE:

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

Scott's Cottrell
15 Jun 12

completed ^{btg} on time

Ingenuity

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept		0.10	
2. Response Time		0.40	
3. Concept of Project Management, Construction Management, and Design		0.30	
4. Schedule of Cost Controls		0.20	

_____ Total Score

SCORE:

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

staff of 20

Orlando office

Mission statement - constant comms & accountable

PM - David Green

Have LEED accreditation

Have work Proj in Sumner County

Have continuing contracts in many counties including Sumner

✓ Very Good discussion of AM/CM/Design scope validation

✓ Early cost control effort in AM/CM/Design process

✓ current contract under A/E Award

✓ Various techniques
 ✓ Various - early cost
 ✓ COST Estimating
 ✓ No. Software
 ✓ Silver bullet

✓ MS Project Scheduling Software & Process

✓ Scheduling mty ~~mt~~ every week

✓ BIM
 ✓ Mrs. Ravi

JGM

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	4	0.10	.4
2. Response Time	5	0.40	2.0
3. Concept of Project Management, Construction Management, and Design	4.75	0.30	1.425
4. Schedule of Cost Controls	4.5	0.20	.9

4.725 Total Score

SCORE:

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

Scott Cethers
18 Jun 12

Did not complete b/a

SEM

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	4	0.10	
2. Response Time	5	0.40	
3. Concept of Project Management, Construction Management, and Design	4.75	0.30	
4. Schedule of Cost Controls	4.5	0.20	

Total Score

- SCORE:
 0 = Non-Responsive
 1 = Poor
 2 = Fair
 3 = Average (Included only minimum of what was asked for on subject criteria)
 4 = Good
 5 = Excellent

Tony Shannan - Acc. billed
 MEA, FA, + Commissioning

MBE

7-CXA (Commissioning activities)

Do commissioning + re-commissioning

understand scope of services - good chart

<comment on Pinellas Plant>?? - Need explanation

mentioned hurricane preparedness

FA site

CA = CM differences
 Legals in there and they do

PM/CM/DESIGN

understand scope, budget + schedule

good flow chart
 For PM/CM/design proposal w/ 2 days

Trouble shoot existing facility

*good discussion Commissioning

PM - Jose Lizaola
 (day to day contact)

BIM Revit

cost control / cost evaluation of scope
 as new vendors
 O&A + state commodity contract

Schedule control
 MS Project
 control - background
 early site packages

OCI

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	4	0.10	.4
2. Response Time	5	0.40	2.0
3. Concept of Project Management, Construction Management, and Design	4.5	0.30	1.35
4. Schedule of Cost Controls	4	0.20	.8

4.55 Total Score

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

Scott B. Cottrell
18 Jun 12

✓ completed briefing

OCI

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X	Weight	Rating
1. Team Concept			0.10	
2. Response Time			0.40	
3. Concept of Project Management, Construction Management, and Design			0.30	
4. Schedule of Cost Controls			0.20	

* what is Green Globe??
good discussion of energy efficient technology

* which office support us
Orlando office

Total Score

SCORE:

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

* BIM??
75% Reult

Wash, DC, Africa

"Not every phone call is a fee" - \$\$\$

- ✓ MEP/FR/ITS
- ✓ Orlando office would support us?
- ✓ 58 minutes OCI for Bushnell
- ✓ Always available

* Can be prime consultant

~~CM~~ No-direct do CM - but do CA

CA = CM??

* who is our single P.O.C.
Med & Elect. cap

good discussion of cost & schedule control.

Good example of flow control

more chillers & savings realized for college

* cost control

RS means estimating & local contractors

CM + MEP subs will help

* Federal project requirements not local

* schedule design & construction schedule

what software silver bullet?

50% of work is continuing services
Page 2 of 2

MATERN

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	4	0.10	.4
2. Response Time	5	0.40	2.0
3. Concept of Project Management, Construction Management, and Design	4.5	0.30	1.35
4. Schedule of Cost Controls	4	0.20	.8

4.55 Total Score

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

Scott A. Matern
18 Jun 12

✓ completed by on time

MATE/CN
define "Fast track"

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X	Weight	Rating
1. Team Concept			0.10	
2. Response Time			0.40	
3. Concept of Project Management, Construction Management, and Design			0.30	
4. Schedule of Cost Controls			0.20	

_____ Total Score

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

How long does it take to get to Bushnell? 1 hr 6 min

~~...~~
* BIM ROUT

* CM = CA ??

HQ in Maitland - north of Orlando
team chart
31 prime cont. contracts in C. Florida

Brad & Craig are daily P.O.C.'s

worked under strolo on tail project

showed response time map in miles & time

✓ Good project approach diagram

Good discussion of scheduler cost control.

vetting schedule w/ cost controls
* Scheduling controls
MS Project
Set milestones for MEP design
silver bullet ??

hire professional cost estimator

silver bullet ??

* Cost controls
in house historical cost database
Validate scope & budget
re-evaluate based on ex-cy cond.

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

SGM

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	4	0.10	0.4
2. Response Time	4	0.40	1.6
3. Concept of Project Management, Construction Management, and Design	4	0.30	1.2
4. Schedule of Cost Controls	5	0.20	1.0

4.2 Total Score

SCORE:

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

[Signature]
6-18-12

State Contract
OAP

2

DCI

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	4	0.10	.4
2. Response Time	5	0.40	2
3. Concept of Project Management, Construction Management, and Design	5	0.30	1.5
4. Schedule of Cost Controls	4	0.20	.8

[Handwritten Signature]
6-18-12

4.7 Total Score

2.3
2.4
4.7

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

ITS section

Sason

Richard

-LED
-Bi-polar Ionization
-

Matern

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X	Weight	Rating
1. Team Concept	4		0.10	.4
2. Response Time	5		0.40	2
3. Concept of Project Management, Construction Management, and Design	4		0.30	1.2
4. Schedule of Cost Controls	5		0.20	1.0

4.6 ~~4.6~~ Total Score

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

work up
CEO scope

ChW
6-18-12

25 Prime Contracts
In-House Cost Database
97% Projects
in Budget

Ingenuity

RFQ 013-0-2012/AT - MEP Engineering for Continuing Service Contract

Vendor Presentations Scoring Criteria

	Score	X Weight	Rating
1. Team Concept	5	0.10	0.5
2. Response Time	5	0.40	2
3. Concept of Project Management, Construction Management, and Design	5	0.30	1.5
4. Schedule of Cost Controls	5	0.20	1

5 Total Score

SCORE:

- 0 = Non-Responsive
- 1 = Poor
- 2 = Fair
- 3 = Average (Included only minimum of what was asked for on subject criteria)
- 4 = Good
- 5 = Excellent

*Call Wat
6-18-12*

LED !!!