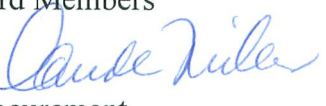


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: November 25, 2014

RE: Renewal of Contract No. 000820 with
Atkins North America, Inc., for
General Engineering Consultant Services

Board approval is requested for the third renewal of the referenced contract with Atkins North America, Inc., for a one year period, beginning May 16, 2015, and ending on May 15, 2016, in the not-to-exceed amount of \$5,125,000.00. The budget for the renewal period is attached to the draft renewal agreement.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Administration
Glenn Pressimone, Director of Engineering
Contract File

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT NO. 3
CONTRACT NO. 000820

THIS CONTRACT RENEWAL AGREEMENT NO. 3 (the "Renewal Agreement"), made and entered into this 11th day of December, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Atkins North America, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated May 15, 2008, whereby the Authority retained the Consultant to perform General Engineering Consultant services; and

WHEREAS, pursuant to Article 3.00 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a third renewal of said Original Agreement beginning the 16th day of May 2015 and ending the 15th day of May 2016, at the cost of \$5,125,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal of the Original Agreement ending May 15, 2015, the Consultant shall execute a 'Certificate of Completion of the Second Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal of the Original Agreement ending May 15, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

ATKINS NORTH AMERICA, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name

Title: _____

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

**Atkins- General Engineering Consultant Services
OOCEA Contract No. 000820**

Activity	Proposed May 2015 - May 2016
Bond Covenant Services Support	\$165,000
Engineering / Design Support	\$520,000
Planning Support	\$570,000
Tolls Support	\$95,000
Expressway Operation Support	\$775,000
Maintenance Support	\$65,000
General Program Support	\$435,000
Work Plan Support	\$2,500,000
Total	\$5,125,000.00

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000820

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of December, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Atkins North America, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated May 15, 2008, whereby the Authority retained the Consultant to perform General Engineering Consultant services; and

WHEREAS, pursuant to Article 3.00 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a second renewal of said Original Agreement beginning the 16th day of May 2014 and ending the 15th day of May 2015, at the cost of \$5,230,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal of the Original Agreement ending May 15, 2014, the Consultant shall execute a 'Certificate of Completion of the First Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Original Agreement ending May 15, 2014.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

ATKINS NORTH AMERICA, INC

BY: Thomas F Barry Jr
Authorized Signature

THOMAS F. BARRY JR.
Print Name

Title: SR. VICE PRESIDENT

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: Charles Miller
Director of Procurement

Witness (1) Nancy A. Hunt

Witness (2) Doreen Alger

LEGAL APPROVAL: Joseph F. Lassitore
AS TO FORM General Counsel for the Authority

Atkins- General Engineering Consultant Services OOCEA Contract No. 000820		
Activity	Proposed May 2014- May 2015	
Bond Covenant Services Support	\$160,000	
Engineering / Design Support	\$500,000	
Planning Support	\$550,000	
Tolls Support	\$90,000	
Expressway Operation Support	\$750,000	
Maintenance Support	\$60,000	
General Program Support	\$420,000	
Work Plan Support	\$2,700,000	
Total	\$5,230,000.00	

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000820

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 27th day of September, 2012, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Atkins North America, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated May 15, 2008, whereby the Authority retained the Consultant to perform General Engineering Consultant services; and

WHEREAS, pursuant to Article 3.00 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 16th day of May, 2013 and ending the 15th day of May, 2014, at the cost of \$5,000,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending May 15, 2013, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending May 15, 2013.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

ATKINS NORTH AMERICA, INC.

BY: Thomas FB
Authorized Signature
THOMAS F BARRY JR
Print Name

Title: Sr. Vice President

Witness (1) [Signature]
Witness (2) [Signature]

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
Director of Procurement

LEGAL APPROVAL: Joseph J. Rossiniore
AS TO FORM General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No: 000820

This Supplemental Agreement No. 1 entered into this 20th day of November, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the first renewal of the original Contract (dated May 15, 2008) between the aforesaid for a one year period beginning May 16, 2013, and ending May 15, 2014, for General Engineering Consultant services, (the Contract").

1. The Authority has determined it necessary to increase the maximum limiting amount of the first renewal of the original Contract by \$495,000.00 in order to continue the required support services for the Five-Year Work Plan projects to the end of the first renewal Contract term, and
2. The Consultant hereby agrees to the increase in the first renewal Contract amount and will continue to provide the required services with no change in the fees and rates included in the renewal, and
3. Task Authorizations will be used to allocate the funds to the Consultant for the required services.
4. The Authority and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the first renewal of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
5. This Supplemental Agreement No. 1 is necessary so that the Consultant can continue the required support services for the Five-Year Work Plan projects to the end of the first renewal Contract term.

SUPPLEMENTAL AGREEMENT NO. 1

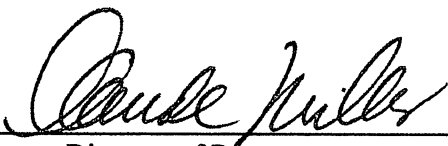
Contract Name: General Engineering Consultant Services

Contract No.: 000820

Amount of Changes to this document: \$495,000.00

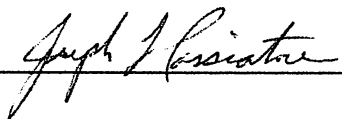
This Supplemental Agreement No.1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

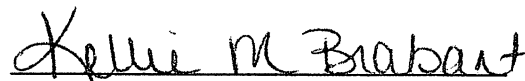


ATKINS NORTH AMERICA, INC.

By: 

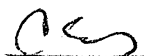
Print Name: STEPHEN W. AUSTIN

Title: VICE - PRESIDENT

Attest: 
(Secretary or Notary)



RECEIVED
CONTRACTS DEPT

 12/6/13
SIGNATURE / DATE



ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller *Claude Miller*
Director of Procurement

DATE: November 5, 2013

RE: Supplemental Agreement No. 1 for Atkins North America, Inc.
General Engineering Consultant (GEC) Services
Contract No. 000820

Board approval is requested for Supplemental Agreement No. 1 for the referenced contract with Atkins North America, Inc., in the not-to-exceed amount of \$495,000.00. This Supplemental Agreement is necessary due to additional services required for various projects. Those projects and the additional services include:

1. Coordination and review of the All Aboard Florida (AAF) proposal and coordination with Farmland Reserve and Suburban Land Reserve. Review of the AAF preliminary designs will continue.
2. Additional right of way effort on the Wekiva Parkway due to federalizing the process and the requirement to follow the Uniform Relocation Act. This revised process began in late FY 2013 and will continue through project completion.
3. Upcoming efforts managing the preparation of the Design Build Criteria Package for the Innovation Way Interchange on S.R. 528.

This Supplemental Agreement will be a continuation of the renewal agreement previously approved by the Authority for GEC services.

Original Contract Renewal Amount	\$ 5,000,000.00
Amount of This Supplemental Agreement No. 1	<u>\$ 495,000.00</u>
Total Revised Contract Renewal Amount	\$ 5,495,000.00

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Administration and Finance
Contract File
Consent Agenda 11/13

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services

Contract No: 000820

This Supplemental Agreement No. 2 entered into this 7th day of July, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated May 15, 2008, for professional engineering services pertaining to General Engineering Consultant services, (the Contract").

1. The Authority wishes to provide for continued support of the development and implementation of the Expressway Authority's revised Five-Year Work Plan. Services to be provided by the Consultant include professional services contract support, plans review for technical and specialty areas, environmental permitting support, right-of-way services support, construction support, design services, survey and mapping support and planning support (including long range plan).
2. The Consultant hereby agrees to provide the required continued support and services for an increase of \$2,000,000.00 in the maximum limiting amount of the Contract budgeted as shown on the attached Exhibit A. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.
3. The Authority and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 2 is necessary so that the Consultant can provide continued support and services for the Authority's revised Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 2

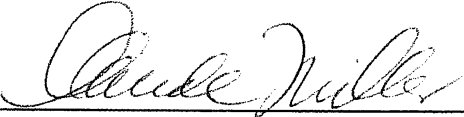
Contract Name: General Engineering Consultant Services

Contract No.: 000820

Amount of Changes to this document: \$2,000,000.00

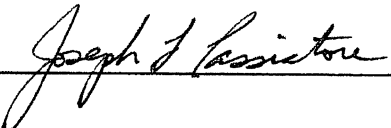
This Supplemental Agreement No.2 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

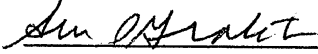
By: 
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY



ATKINS NORTH AMERICA, INC.

By: 
Title: Vice President

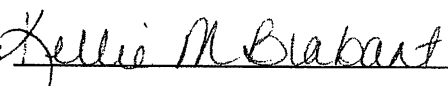
Attest:  (Seal)



Exhibit A

General Engineering Consultant Services
Supplemental Agreement No. 2
Budgeted Fees

Task	Budgeted Fees
Professional Services Contract Support	\$ 60,000
Plans Review	\$ 245,000
Environmental Permitting Services	\$ 150,000
R/W Services	\$ 550,000
Construction Phase Support	\$ 545,000
Design Services Support	\$ 90,000
Survey and Mapping Support	\$ 60,000
Planning Support	\$ 300,000
Total	\$ 2,000,000

Final fees subject to work order authorizations.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3**

Contract Name: General Engineering Consultant Services

Contract No: 000820

This Supplemental Agreement No. 3 entered into this 23rd day of February, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated May 15, 2008, for professional engineering services pertaining to General Engineering Consultant services, (the Contract").

1. The Authority wishes to provide for support of Authority staff for: project management services for design projects; strategic planning services; temporary staffing; technical support for expressway operations (ITS) projects; planning/engineering support for concept studies; tolls support; right-of-way support for Wekiva Parkway. The revised Scope of Services language included in Supplemental Agreement No. 1 notwithstanding, right-of-way support for the Wekiva Parkway is not considered part of the design effort for purposes of this Supplemental Agreement No. 3.
2. The Consultant hereby agrees to provide the additional support and services for an increase of \$1,487,500.00 in the maximum limiting amount of the Contract budgeted as shown on the attached Exhibit A. Task Authorizations will be used to allocate these funds to the Consultant for the required services.
3. The Authority and Consultant agree that this Supplemental Agreement No.3 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 3 is necessary so that the Consultant can provide additional support and services required by the Authority.

SUPPLEMENTAL AGREEMENT NO. 3

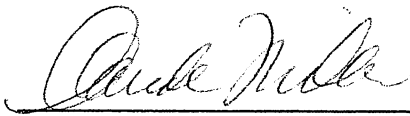
Contract Name: General Engineering Consultant Services

Contract No.: 000820

Amount of Changes to this document: \$1,487,500.00

This Supplemental Agreement No.3 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

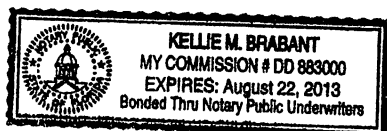


ATKINS NORTH AMERICA, INC.

By: 

Title: Vice President

Attest:  (Seal)



RECEIVED
CONTRACTS DEPT
 2/28/12
SIGNATURE / DATE



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

February 2, 2011

Mr. Joseph A. Berenis, P.E.
Deputy Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Orlando-Orange County Expressway Authority
General Engineering Consultant Services

Dear Mr. Berenis:

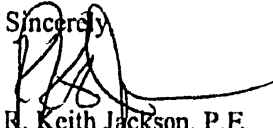
As discussed, this is the Supplemental Agreement Request Number 3 for the OOCEA General Engineering Consultant Services Agreement. This supplemental request is for additional services to assist Expressway Authority staff. The following services are anticipated:

- Add Project Management services for upcoming design projects;
- Add strategic planning services;
- Provide temporary staffing (via a subconsultant CSI Professional, Inc.);
- Additional technical support for expressway operations (ITS) projects;
- Additional planning/engineering support for concept studies;
- Additional tolls support;
- Additional right-of-way support for Wekiva Parkway.

It is requested that the maximum limiting amount of the General Engineering Consultant Service Agreement be increased by \$1,487,500. Approval is also requested to add CSI Professional, Inc. to our team as a subconsultant. It is our understanding that work orders will be used to manage the scope, schedule and fees for the additional services.

Call me at your convenience if you have any questions.

Sincerely,



R. Keith Jackson, P.E.
Program Manager

cc: file

**General Engineering Consultant Services
Supplemental Agreement No. 3
Budgeted Fees**

Task	Budgeted Fees
Planning/Engineering Support	\$ 112,500
Tolls Support	\$ 100,000
General Program Support	\$ 225,000
Work Plan Projects Support (PM, ITS projects, Wekiva R/W, concept studies)	\$ 1,050,000
Total	\$ 1,487,500

Final fees subject to work order authorizations.

CONSULTANT AGREEMENT

GENERAL ENGINEERING CONSULTANT SERVICES

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of May, 2008, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-573 Laws of Florida, 1963, hereinafter called the "AUTHORITY" and Post, Buckley, Schuh & Jernigan, Inc., hereinafter called "GENERAL ENGINEERING CONSULTANT" (GEC), carrying on professional practice in engineering with offices located at 482 S. Keller Road, Orlando, Florida 32810-6101.

The AUTHORITY did determine that the GEC is fully qualified to render the services contracted.

WITNESSETH:

1.00 The AUTHORITY does hereby retain the GEC to furnish certain General Engineering Services to the AUTHORITY.

2.00 The GEC and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Engineering or his designee.

3.00 This is a continuing services Agreement subject to AUTHORITY periodic review, approval and satisfaction with the GEC's performance. The initial term of the Agreement shall be five (5) years from written notice to proceed with five (5) one-year renewal periods subject to and contingent upon, (1) the AUTHORITY's sole discretion, (2) satisfactory performance of the GEC, (3) availability of funds, and (4) allowability of renewals by the AUTHORITY's policies in effect during the fifth year of the initial term of the Agreement. This Agreement may be terminated by the AUTHORITY at any time in accordance with Paragraph 11.00. In no event, however, shall the services extend beyond a ten (10) year period without AUTHORITY approval.

4.00 The GEC agrees to provide progress reports for the services provided by the GEC in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the GEC and of the details thereof. Coordination shall be maintained by the GEC with representatives of the AUTHORITY, or of other agencies interested in these services on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

5.00 It shall be the responsibility of the GEC to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which would affect the completion date, the GEC shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay and the amount of time related to each reason. The AUTHORITY will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement expires and the GEC has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the services will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

6.00 The GEC shall maintain an adequate and competent professional staff authorized to do business within the State of Florida. The GEC may associate with it such specialists (subconsultants), for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs identified in Exhibit "C". Should the GEC desire to use subconsultants, the GEC is fully responsible for satisfactory completion of all subcontracted work. The GEC, however, shall not sublet, assign or transfer any work under this Agreement to other than those subconsultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the GEC to perform less than the total contract work with other than its own organization.

<u>Firm</u>	<u>Area of Responsibility</u>
Ardaman and Associates	Geotechnical
Civilworks Design And Engineering, Inc.	Signing and Pavement Marking
GMB Engineers and Planners	Traffic Counts
Joel Leisch	Highway Design
KCS Systems	Intelligent Transportation Systems
Mehta and Associates	Surveying
Nadic Engineering services	Geotechnical

7.00 All final plans, documents, reports, studies and other data prepared by the GEC, or its subconsultants, will bear the endorsement of a person in the full employ of the GEC, or its subconsultants, and duly registered by the State of Florida in the appropriate professional category.

7.10 The GEC shall not be liable for use by the AUTHORITY of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

8.00 All plans, documents, reports, studies, electronic files, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work of the GEC at any time. Unless changed by written agreement of the parties, said site shall be 482 South Keller Road, Orlando, Florida 32810.

Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request.

Records of costs incurred includes the GEC's general accounting records and project records, together with supporting documents and records, of the GEC and all subconsultants performing work on the project, and all other records of the GEC and subconsultants considered necessary by the AUTHORITY for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern.

Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

The GEC shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GEC in conjunction with this Agreement. Failure by the GEC to grant such public access may be grounds for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.00 The GEC shall comply with all federal, state and local laws and ordinances 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 Agreement.

10.00 The AUTHORITY agrees to pay the GEC compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper preaudit and postaudit thereof.

11.00 The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY is best served by such termination.

11.10 Should the AUTHORITY determine that the performance of the GEC is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the GEC of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

11.20 Should the AUTHORITY require termination of the Agreement for reasons other than unsatisfactory performance of the GEC, the AUTHORITY shall notify the GEC in citing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

11.30 Should the AUTHORITY abandon the work or subtract from the scope of that work, suspend, or terminate the Agreement as presently outlined, the GEC shall be compensated for actual costs as determined in Exhibit "B". Direct Expenses (Lump Sum) shall be prorated if the termination occurs prior to the end of the calendar month. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

12.00 All services shall be performed by the GEC to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the Project Manager's decision upon all claims, questions and disputes shall be final. Adjustments of compensation and the term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the discretion of the Project Manager and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

13.00 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include both genders.

14.00 The GEC shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable

attorneys' fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the GEC and other persons employed or utilized by the GEC in the performance of the Agreement.

15.00 The GEC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GEC to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

15.10 For the breach or violation of Paragraph 15.00, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.00 The GEC, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The GEC shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the

requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the GEC shall furnish copies of certificates of insurance evidencing coverage of each sub-consultant.

The GEC shall require all insurance policies in any way related to the work and secured and maintained by the GEC to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The GEC shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the GEC agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the GEC enter into such an agreement on a pre-loss basis. At the GEC's expense, all limits must be maintained.

16.10 Commercial General Liability:

Commercial General Liability insurance shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an

additional insured. The GEC further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests.

The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.20 Business Automobile Liability:

Business Automobile Liability Insurance shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the GEC does not own automobiles, the GEC shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one

insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard “supplementary payments” clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.30 Workers’ Compensation Coverage:

Workers’ Compensation and Employer’s Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer’s Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the GEC, its employees, agents and sub-consultants.

16.40 Professional Liability Coverage:

The limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the GEC.

16.50 Insurance Certificates:

The GEC shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each insurance company shall minimally have an A.M. Best rating of A-VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of GEC manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the GEC shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the GEC shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY. Compliance with these insurance requirements shall not relieve or limit the GEC's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the

AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the GEC's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.00 The GEC agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The GEC also agrees not to publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

18.00 It is mutually agreed and understood that the following provision shall be applicable to this Agreement:

The signing of this Agreement by the GEC shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of contracting. The Agreement amount and any additions thereto shall be adjusted to exclude any significant sums by which the AUTHORITY determines the Agreement amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such

adjustments shall be made within one year following the end of the term of the Agreement. For purpose of this Agreement, the end of the term of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

Neither the AUTHORITY's review of, approval of, acceptance of nor payment for the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the GEC shall be and remain liable to the AUTHORITY in accordance with applicable law for all damages to the AUTHORITY caused by the GEC's negligent performance of any of the services furnished under this Agreement. The rights and remedies of the AUTHORITY provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

19.00 The GEC covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The GEC agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

20.00 The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the GEC or any employee, servant, or agent of the GEC is indicted or has a direct information issued against it for any crime arising out of or in conjunction with any work being performed by the GEC for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, computer models and reports prepared or obtained under this Agreement shall immediately be turned over to the

AUTHORITY in conformity with the provisions of Paragraph 8.00 hereof. The GEC shall be compensated for its services rendered up to the time of any such termination in accordance with paragraph 11.00 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the GEC shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the GEC to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the Project Manager.

21.00 The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

22.00 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties stipulate that venue for any matter which is a subject of this Agreement shall be in Orange County, Florida.

23.00 Attachments:

Exhibit “A” Scope of Services

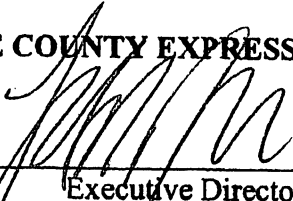
Exhibit “B” Method of Compensation

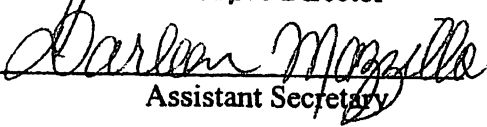
Exhibit “C” Details of Cost and Fees

Exhibit “D” Project Organization Chart

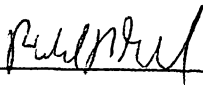
IN WITNESS WHEREOF, the GEC and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Executive Director

ATTEST:  (SEAL)
Assistant Secretary

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By: 
Richard M. Grubel
Senior Vice President

Title

ATTEST:  (SEAL)
Charles D. Nostra
Assistant Secretary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

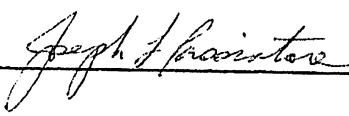


Exhibit "A"
Scope of Services
General Engineering Consultant Services
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Exhibit "A"
SCOPE OF SERVICES
GENERAL ENGINEERING CONSULTANT

I. Purpose

The Orlando-Orange County Expressway Authority (Authority) requires professional services of the General Engineering Consultant (GEC) in connection with general planning, design, engineering, management and other services for projects related to the development, determination of feasibility, planning, design, permitting, right-of-way acquisition, bidding, construction, operation and maintenance of the Authority's existing and future system. This Scope of Services describes and defines those services.

II. Overview

- A. The Authority will request GEC services as described below on an as-needed basis. Services to be provided will be initiated and completed as directed by the Authority's Design Project Manager or other authorized representative. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the GEC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.
- B. The GEC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

III. Services

As requested by the Authority, the GEC may perform the following tasks which are examples of the types of work to be required but are not intended to be all inclusive:

1. Bond Covenant Services Support

The Amended and Restated Master Bond Resolution, adopted February 3, 2003, which is incorporated herein by reference, requires the Authority to engage a Consulting Engineer to perform all acts and carry out all duties necessary to supervise the acquisition and construction of all system projects of the Authority. These acts and duties have been defined by the Authority to include, but not be necessarily limited to:

- Monitoring the construction of projects financed with Bond Proceeds.
- Assisting the Authority with approval of all expenditures from the Construction Fund.

- Advising and conferring with the Authority concerning the budget for operation, maintenance and repair of the Authority system.
- Making an annual independent inspection and report concerning the condition of the Authority system.
- Certifying for each fiscal year the amounts necessary for the funding of the Renewal and Replacement Fund.
- Certifying necessary amount of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the Authority system and certifying as to schedule and need for replacement or restoration.
- Certifying that any sale or lease of Authority property will not have a negative impact on the operation of the Authority system.
- Preparing an Engineer's Report for scheduled bond sales.
- Assisting the Authority with preparation of an annual report recapping the overall prior year's performance.
- Attending meetings as required to carry out the above services.

2. Engineering/Design Support

The GEC may be authorized to perform the following:

- Review construction plans.
- Provide utility plans review and coordination.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Monitor existing and projected traffic volumes on the system.
- Collect and report data on traffic and accidents.
- Perform traffic engineering analysis necessary to evaluate existing conditions and plan future improvements throughout the system.
- Perform traffic engineering activities such as signal warrants, signal timings, traffic counts, modeling, speed studies, etc. as required.
- Coordinate with other agencies on traffic operation and safety issues.
- Review access management issues and provide recommendations.
- Provide construction cost estimates.
- Provide environmental permitting compliance monitoring and review.
- Provide permitting support for projects.
- Provide roadway signing and pavement marking concept development, review and design.
- Provide surveying and right-of-way mapping for projects.
- Provide right-of-way support for projects.
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.

- Provide architectural services.
- Attend meetings and site visits as required to carry out the above services.

3. Planning Support

The GEC may be authorized to perform the following:

- Perform reviews of adjacent development including Developments of Regional Impact.
- Provide support and participate in Metroplan Orlando activities.
- Prepare the Systems Traffic Data and Statistics Manual and update annually.
- Assist in the technical review of the Traffic and Revenue Consultant's modeling.
- Prepare the Five-Year Work Plan including cash flow forecasting.
- Prepare project concept plans and reports as requested.
- Attend meetings and site visits as required to carry out the above services.

4. Tolls Support

The GEC may be authorized to perform the following:

- Assist the Authority with the planning and design; procurement and review of designs and installation of toll collection equipment.
- Assist the Authority with the planning and design; or procurement and coordination of facility modifications.
- Update the Toll Facilities Reference Manual as needed.
- Assist the Authority with general back-office support and customer service center operations.
- Attend meetings and site visits as required to carry out the above services.

5. Expressway Operations Support

The GEC may be authorized to perform the following:

- Provide technical support associated with the operation and maintenance of the Authority's fiber optic network and Intelligent Transportation System (ITS) infrastructure.
- Provide technical support for projects.
- Support Authority staff as the owner's technical representative for the fiber optic network, ITS deployments, and other expressway operations initiatives as requested.
- Assist the Authority in collection and presentation of data to support Performance Measures and program evaluation efforts.
- Attend meetings and site visits as required to carry out the above services.

6. Maintenance Program Support

The GEC may be authorized to perform the following:

- Provide engineering support to assist Authority's maintenance program with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide recommendation for the Authority's Pavement Management Program based on FDOT data.
- Assist in the management of the maintenance activities for the Authority's wetland mitigation program.
- Maintain a systemwide signing inventory and provide engineering support for the maintenance and replacement of signs.
- Attend meetings and site visits as required to carry out the above services.

7. General Program Support

The GEC may be authorized to perform the following:

- Develop and maintain a file document control system.
- Provide project status reports and document meeting minutes.
- Develop briefing materials for Authority staff presentations to the Board of Directors as well as other agencies.
- Assist Authority staff with the development of presentations, technical papers, and publications for industry organizations and peer journals.
- Assist Authority staff in providing copies of files and plans to other agencies and the general public.
- Provide printing services as may be requested by the Authority.
- Provide graphics services in support of the Authorities public information programs and as may be requested by the Authority.
- Furnish testimony and prepare trial exhibits in hearings and other litigation.
- Provide any needed support for legal activities (including expert witness activity).
- Attend meetings as required to carry out the above services.

8. Work Plan Support

The GEC may be authorized to perform the following in support of the development and implementation of the FY 08-12 Five-Year Work Plan projects:

- Professional services contract support.
- Plans review for technical and specialty areas.
- Environmental permitting support.
- Right-of-way services support.
- Construction support.
- Design services.

- Survey and mapping support.
- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

IV. Subcontracting

Services assigned to subconsultants must be approved in advance by the Authority in accordance with the Agreement and the Authority's Procurement Policy. All subconsultants must be qualified by the Authority to perform all work assigned to them.

In the event services of a subconsultant are authorized, the GEC shall obtain a schedule of rates, and the Authority shall review and must approve in advance any rates to be paid to the subconsultant.

V. Conflict of Interest

The GEC shall not knowingly enter into any other contract with the Authority during the term of the Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the Authority during the term of the Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Authority's Executive Director for resolution.

During the term of the Agreement:

- The GEC is not eligible to pursue any advertised work in the GEC's area of oversight for any project for which the GEC developed the scope of services or have oversight responsibilities. Subconsultants are also ineligible to pursue projects where they participated in the development of the scope of services or have an oversight responsibility.
- The GEC is not eligible to pursue any advertised Construction Engineering and Inspection projects of the Authority as either a prime or subconsultant where the GEC participated in the oversight of the projects or for any project which the GEC developed the scope of services. Subconsultants are also ineligible to pursue Construction Engineering and Inspection projects where they participated in the oversight of the projects or for any project which the subconsultant developed the scope of services.

VI. Other Services

The Authority may require professional services of the GEC for a wide range of planning, engineering, architectural, environmental, landscape architectural, environmental, systems and registered land surveying in support of the Authority's program areas of Roadway Maintenance, Facilities and Telecommunication Maintenance, Traffic Operations, Construction, Materials, and Geotechnical Engineering not otherwise identified in this Agreement to supplement or replace the services being provided to the Authority by other consultants.

END OF SCOPE OF SERVICES

EXHIBIT "B"
METHOD OF COMPENSATION
GENERAL ENGINEERING CONSULTANT

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the General Engineering Consultant (GEC) for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 3.00 of the Agreement.

2.0 AMOUNT OF COMPENSATION

- 2.1 The Authority agrees to pay the GEC for the performance of authorized services described in Exhibit "A" an amount not to exceed \$16,000,000 for the initial five (5) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount.
- 2.2 Compensation for Services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not to exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the GEC for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

The Authority will reimburse the GEC for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Agreement are expressly made subject to the terms of (1) the Agreement, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Agreement. Allowable Costs and Fees are defined as follows:

- 3.1 Direct Salaries and Wages: All direct salaries and wages of the GEC for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the GEC's staff expected to be used to perform the required services. The GEC, for the term of the Agreement, will not be compensated for salary related costs in excess of those originally accepted by the Authority unless the Authority authorizes additional staff or costs by Supplemental Agreement.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

- 3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.
 - 3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.
 - 3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the GEC's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the GEC's clients.
- 3.2 A multiplier of 2.85 shall be applied to all GEC direct salaries and wages as total compensation for the GEC's administration overhead and burden costs (indirect charges) and the GEC's operating margin (profit and risk).
 - 3.3 Expenses: A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket expenses for each approved work authorization or amendment as established in Exhibit "C". Local travel expenses will not be paid separately but will be considered incidental to the other items of work. Non-local GEC travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061.
 - 3.4 Subconsultant Costs: Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the GEC at cost. In lieu of administrative mark-up, the GEC will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Total Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the GEC as follows, subject to the provisions of Section 3.0 above:

- 4.1 The GEC will be reimbursed monthly for services performed for each approved work authorization or amendment. Payment to the GEC will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 2.85, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The GEC shall promptly pay all subconsultants their proportionate share of payment received from the Authority.
- 4.2 The GEC shall earn a portion of Lump Sum expense cost for each approved work authorization or amendment in the amount equal to the Lump Sum equally distributed over the term of the work authorization or amendment. Any balance due the GEC upon completion of the services provided under the work authorization or amendment will be paid in the final invoice.
- 4.3 The GEC shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the Authority. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with the Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization shall include the amount budgeted, current amount billed, total billed to date and amount to complete.
- 4.4 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payments previously withheld shall be released and paid to the GEC promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT

- 5.1 The GEC shall permit the Authority to perform, or have performed, a final audit of the records of the GEC and any or all of its subconsultants to support the compensation paid the GEC. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the GEC under the Agreement are subsequently properly disallowed by the Authority because of accounting errors or charges not in conformity with the Agreement, the GEC agrees that such disallowed amounts are due the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due the GEC an amount sufficient to satisfy any amount due and owing the Authority by the GEC under the Agreement. Final payment to the GEC will be adjusted for audit results.

END OF SECTION

EXHIBIT "C"
ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY
GENERAL ENGINEERING CONSULTANT SERVICES

June 2008 to June 2013

AUTHORIZATION/TASK DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
BOND COVENANT SERVICES SUPPORT	\$110,000.00	\$110,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$595,000.00
Annual System Inspection & Report						
General Bond Document Support						
ENGINEERING/DESIGN SUPPORT	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00	\$3,000,000.00
Engineering, Design & Review Support						
Systemwide Traffic Operations Analysis						
Systemwide E-PASS & Accident Data Monitoring						
Signing and Pavement Marking Support						
Environmental, Permitting, & Compliance						
Right-of-Way Support						
Survey Support						
Right-of-Way Mapping Support						
Noise analysis						
Geotechnical Support						
Landscaping Support						
Architectural Support						
PLANNING SUPPORT	\$275,000.00	\$275,000.00	\$300,000.00	\$275,000.00	\$275,000.00	\$1,400,000.00
General Transportation Planning Support						
Systems Traffic Data and Statistics Manual						
Five-Year Work Plan Update & Support						
Traffic and Rev. Consultant Review						
Concept Reports						
TOLLS SUPPORT	\$135,000.00	\$135,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$720,000.00
Toll Facilities Support						
Toll Collection System Support						
Toll Operations Support						
EXPRESSWAY OPERATIONS SUPPORT	\$475,050.00	\$392,020.00	\$422,180.00	\$433,250.00	\$434,000.00	\$2,156,500.00
ITS Program Support						
Performance Measures						
FCM Operation & Maintenance Support						
ITS Device Maint Mgmt Support						
ITS Deployment						
MAINTENANCE SUPPORT	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$450,000.00
Maintenance Program - GEC Support						
Mitigation Site Maintenance - GEC Support						
Pavement Management Program Support						
Signing Support						
GENERAL PROGRAM SUPPORT	\$355,000.00	\$355,000.00	\$355,000.00	\$355,000.00	\$355,000.00	\$1,775,000.00
GEC Program Management						
General Meetings						
Document Control						
Graphics Support						
Hearing and litigation Support						
WORK PLAN SUPPORT	\$1,250,000.00	\$1,750,000.00	\$870,000.00	\$525,000.00	\$295,000.00	\$4,690,000.00
FY 08 - 12 Five Year Work Plan Projects						
TOTAL (2008 \$)	\$3,290,050.00	\$3,707,020.00	\$2,912,180.00	\$2,553,250.00	\$2,324,000.00	\$14,786,500.00
Salary Escalation		0.035	0.035	0.035	0.035	
FEE SUBTOTAL BY YEAR (including subconsultants)	3,290,050.00	3,836,765.70	3,119,600.02	2,830,833.91	2,666,843.45	\$15,744,093.09
Estimated Directs	48,000.00	49,700.00	51,400.00	53,200.00	55,100.00	\$257,400.00
TOTAL (including subconsultants)	3,338,050.00	3,886,465.70	3,171,000.02	2,884,033.91	2,721,943.45	16,001,493.09
ROUNDED FEE	3,340,000.00	3,890,000.00	3,170,000.00	2,880,000.00	2,720,000.00	16,000,000.00