

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 13, 2015
Location: CFX Boardroom**

Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Mayor Teresa Jacobs, Orange County
Walter A. Ketcham, Jr., Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

There were no comments from the public.

APPROVAL OF MINUTES

A motion was made by Mr. Ketcham and seconded by Commissioner Carey to approve the July 9, 2015 Board Meeting Minutes as presented. The motion carried unanimously with seven (7) members present and voting AYE by voice vote; Mayor Jacobs and Commissioner Boyd were not present.

APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval (Exhibit A).

CONSTRUCTION & MAINTENANCE

1. Authorization to advertise for construction bids for S.R. 429 (Wekiva Parkway) from the Systems Interchange East to Mt. Plymouth Road – Project No. 429-205
2. Authorization to advertise for construction bids for S.R. 429 (Wekiva Parkway) from the Lake County Line to S.R. 46 – Project 429-206
3. Authorization to award contract to Air Mechanical & Services Corporation for Headquarters Building Computer Room Heating Ventilation & Air Conditioning and Uninterruptable Power Supply Upgrade – Project No. 599-732 (Contract Amount: \$455,836)
4. Approval of contract modifications on the following construction projects:
 - a) Project No. 800-903D Preferred Materials, Inc. (\$492,197.27)
 - b) Project No. 417-110 Masci General Contractor, Inc. (\$213,913.89)
 - c) Project No. 417-301C SEMA Construction \$155,757.62
5. Approval of contract modifications on the following maintenance contracts:
 - a) Contract No. 000689 ICA (\$69,923.86)
 - b) Contract No. 000761 JCS \$1,097.03

ENGINEERING

6. Authorization to advertise for Letters of Interest for General Engineering Consultant Services for Planning, Engineering and Design – Contract No. 001145
7. Authorization to award contract to Parsons Brinckerhoff, Inc. for Design Services for S.R. 528/Econlockhatchee River Bridge Replacement – Contract No. 001098 (Contract Amount: \$1,200,000)
8. Authorization to award contract to DRMP, Inc. for Design Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail – Contract No. 001066 (Contract Amount: \$4,650,000)
9. Authorization to execute a Reimbursement Agreement with Sprint for the cost of performing relocation of the fiber optic duct bank between Curry Ford Road and S.R. 408 – Project 253F (Contract Amount: Not-to-Exceed \$124,000)
10. Approval of Supplemental Agreement No. 2 to First Renewal of Agreement with WBQ Design & Engineering, Inc. for Miscellaneous Design Consultant Services – Contract No. 000817 (Contract Amount: Not-to-Exceed \$600,000)

EXECUTIVE

11. Approval of contract renewal with Southern Strategy Group, Inc. for Legislative Advocacy and Consultant Services – Contract No. 000894 (Contract Amount: \$125,000)

EXPRESSWAY OPERATIONS

12. Authorization to execute agreement with the University of Central Florida for Wrong-Way Driving Study Phase III – Allocating & Evaluating Countermeasures on CFX Roadway Network - Contract No. 001143 (Contract Amount: Not-to-Exceed \$200,000)
13. Authorization to advertise for Letters of Interest for General Engineering Consultant Services for Technology and Intelligent Transportation System (ITS) Needs – Contract No. 001144
14. Approval of Purchase Order to Wavetronix for Conductor Cable for Traffic Monitoring System (Purchase Order Amount: \$100,604.28)

FINANCE & ACCOUNTING

15. Adoption of Revised Invoice Processing Policy and Resolution
16. Adoption of Revised Expenditure Control Policy and Resolution
17. Approval for Disposal of Inventory Items

LEGAL

18. Adoption of Resolution for the acquisition of Parcel 827/727 for the construction of State Road 453 (Wekiva Parkway) Project 429-206
19. Adoption of Resolution for the acquisition of Parcel 100 Part A and Part B for Project 599-1260 (Improvements at the Interchange of S.R. 417 and S.R. 528 and along S.R. 528)
20. Adoption of Resolution for the acquisition of Parcels 108/808 for the construction of the S.R. 528 Multimodal Corridor - Project 528-1240
21. Amendment to Right of Way Committee Charter removing voting abstention requirement for official business between governments

(Commissioner Boyd arrived at this time.)

A motion was made by Mayor Dyer and seconded by Commissioner Carey to approve the Consent Agenda as presented. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

CHAIRMAN'S REPORT

- 1) Chairman Cadwell reported that the Resolution for the General Counsel position provides for an annual performance review. He has asked Joe Passiatore to prepare a report on the General Counsel office and his expectations for the future to present at the September Board meeting. The Chairman feels that the review should be a Board function and therefore asked for the Board's preference regarding the evaluation process. Commissioner Carey suggested that the evaluation forms used in their respective counties be used as a template to create a form for CFX. Chairman Cadwell asked the Board members to send their evaluation forms to Laura Kelley to assimilate.
- 2) Beginning with next month's meeting, we will have brief presentations from CFX departments to showcase the interworkings of the department and introduce the departments' staff.
- 3) The Chairman and Executive Director will be making a presentation tomorrow on the 2040 Master Plan at the Kissimmee/Osceola County Chamber of Commerce.

TREASURER'S REPORT

Commissioner Carey noted that all the numbers for June, which is the last month of our fiscal year, are subject to year-end accruals and therefore, the numbers reported today are not final. She reported that toll revenues for June were \$29,584,010 which is 11% above projections and 13% above prior year. CFX's total revenues were \$31.6 million for the month.

Total OM&A expenses were \$9.6 million for the month and \$59.6 million year-to-date, which is 6.1% under budget.

After debt service the total net revenue available for projects was \$10.1 million for June and \$158.2 million year-to-date.

EXECUTIVE DIRECTOR'S REPORT

Laura Kelley provided the Executive Director Report in written form (Exhibit "B"). In addition, she reported on the following items:

- For the fifth year in a row our Procurement Department has received the National Procurement Institute Achievement of Excellence Award for last year.
- The CFX Public Relations Department has received the Golden Image Award and the Judge's Award from the Florida Public Relations Association for the S.R. 417/S.R. 429 speed limit change outreach program.

- Ms. Kelley reported on the 2040 Master Plan schedule:
 - September 2015 Workshop
 - Current CFX System Expansion/Improvements
 - Other Toll Opportunities within CFX Jurisdictional Boundaries
 - All Electronic Toll Collection Policy
 - Project Analysis Profile
 - October 2015 Retreat
 - CFX Multimodal Opportunities
 - BRT Parking Facilities
 - Rail
 - Maglev
 - Other
 - Draft Master Plan document review by the end of the calendar year
- On August 11 the first discounts were given to our beltway commuters.

(Mayor Jacobs arrived at this time.)

Ms. Kelley showed a 5 minute video created by the CFX Public Relations Department to showcase the mission and achievements of the agency.

REGULAR AGENDA ITEMS

1. FLORIDA TRANSPORTATION COMMISSION'S TRANSPORTATION AUTHORITY MONITORING AND OVERSIGHT REPORT FOR FY 2014

Laura Kelley explained that the Florida Transportation Commission is charged with oversight responsibilities of the Florida Department of Transportation, transit agencies and toll agencies.

Ms. Kelley showed a summary of the results of the performance measures for CFX (Exhibit "C"). CFX achieved 16 out of 17 performance measures. The one measure we did not attain was for a consultant management contract. She explained that during design of the S.R. 417/Boggy Creek Road Interchange Osceola County asked us to pause and redesign the project for future consideration, which caused us to go over the 5% cost threshold.

(This item was presented for information only. No formal Board action was taken.)

2. UPDATE ON THE PURCHASE OF THE BELTWAY IN SEMINOLE AND OSCEOLA COUNTIES AND THE URBAN PORTION OF THE BEACHLINE

Commissioner Carey reported that yesterday she and Laura Kelley met with FDOT Secretary Jim Boxold and FDOT Sr. Policy Advisor Tom DiGiacomo to discuss the purchase of the Beltway in Seminole and Osceola Counties and the urban portion of the Beachline. Secretary Boxold is willing to discuss an exchange, however, he has been advised by their bond counsel that their bond covenants allow for an exchange, but not for an outright sale of a performing asset. Secretary Boxold presented them with a valuation methodology for a swap opportunity. He proposed to exchange S.R. 417 and the two sections of S.R. 429 for S.R. 528. Commissioner Carey suggested that we evaluate the facts and figures in order to determine whether to move forward or not.

By consensus, the Board agreed move forward with an evaluation of an exchange with FDOT.

(This item was presented for information only. No formal Board action was taken.)

3. OSCEOLA PARKWAY AND POINCIANA PARKWAY ELECTRONIC TOLL COLLECTION

Commissioner Hawkins reported that CFX has processed Osceola Parkway's electronic tolls since 2003 and that Osceola County pays CFX approximately \$300,000 per year for the processing. Since Osceola County is now part of CFX's jurisdiction, Commissioner Hawkins recommended that the Interoperability Agreement with Osceola County be amended to allow CFX to process the tolls free of charge.

A motion was made by Commissioner Hawkins and seconded by Commissioner Boyd to amend the Interoperability Agreement with Osceola County to allow CFX to process Osceola Parkway's electronic tolls free of charge. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

Commissioner Hawkins reported that Poinciana Parkway will eventually transfer to CFX. He requested that CFX process the electronic tolls for the Poinciana Parkway free of charge.

A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to direct CFX staff to work with the Osceola County Expressway Authority for the processing of electronic tolls for the Poinciana Parkway free of charge. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

4. CONSIDERATION TO APPROVE RECOMMENDED ORDER IN THE FANEUIL, INC. V. CFX AND URS ENERGY AND CONSTRUCTION, INC. BID PROTEST OF TOLL OPERATIONS CONTRACT AWARD

General Counsel Joseph Passiatore outlined the specifics of the bid protest filed by Faneuil, Inc. for the award of the Toll Operations and Management Services Contract to URS Energy and Construction, Inc. The primary bases for the protest was that URS did not comply with the material terms of the RFP, that the Evaluation Committee was misled as to the identity of the proposer and that URS received a competitive advantage during the process.

An evidentiary hearing was held on July 22 and 23. The Hearing Officer considered the oral testimony of four CFX witnesses as well as two URS employees to formulate the findings of material facts in the Recommended Order (Exhibit "D"). The Order recommends dismissal of the protest. The Hearing Officer also recommends that CFX return the cost of the protest bond in total, without assessing the costs of the hearing. Mr. Passiatore estimates the hearing costs to be approximately \$60,000. Mr. Passiatore recommends waiving the costs only if no further appeals are filed on this matter.

CFX staff believes that the Recommended Order is well reasoned, consistent with the evidence and testimony and correctly applies the law. Staff recommends adoption of the August 3, 2015 Recommended Order with the caveat that, in the event of further appeal by Faneuil, Inc., the recoverable costs of the protest hearing shall not be waived.

Mr. Mike Riley of Gray Robinson, representing Faneuil and Ms. Shelly Ewald, representing URS Energy & Construction spoke on their clients' behalf.

The board members asked questions, which were answered by staff.

A motion was made by Mr. Scheeringa and seconded by Commissioner Carey to adopt the Recommended Order in the Faneuil, Inc. v. CFX and URS Energy & Construction, Inc. Bid Protest of the Toll Operations Contract Award with the caveat that in the event of further appeal by Faneuil, Inc. the recoverable costs of the protest hearing shall not be waived. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

5. APPROVAL OF AMENDED AND RESTATED CONTRACT OF SALE AND PURCHASE OF RAIL LINE EASEMENTS WITH ALL ABOARD FLORIDA

Director of Engineering Glenn Pressimone showed the location of the particular parcels and the path for the All Aboard Florida project.

General Counsel Joseph Passiatore highlighted the Amended and Restated Agreement with All Aboard Florida:

- Restates the entire Agreement
- Extends closing date to Dec. 31, 2015
- Clarifies the Property Description
 - Easement Rights over Northern 50' of Southern 100' of the Super Corridor
 - License for the Maintenance Access Road, Slopes and Ponds
- Modifies Purchase Price
- Requires Ongoing Contributions from AAF
- Adds Condemnation

Purchase Price:

- | | |
|-------------------------------------|---------------------|
| • Payment towards Ranch Property | \$ 4,000,000 |
| • % for Additional Ranch Property | TBD |
| • Use of Existing CFX Property | \$ 250,099 |
| • Loss of Toll Revenues | \$ 4,003,848 |
| • Innovation Way/SR 528 Interchange | <u>\$12,100,000</u> |
| • Total | \$20,353,947 |
| • Mattamy Easement | \$ 1,404,690 |
| • +40% of Additional Property Costs | TBD |

Ongoing contributions from AAF:

- Advance Payments within 30 to 45 days of:
 - Closing, subject to AAF's consent to price
 - Order of Taking or Final Judgment, or
 - Invoice from CFX
- Advance payments are refundable
- AAF's payment of \$1.4M for the Mattamy Easement is nonrefundable

Condemnation Proceedings:

- Entirely new provision
- If voluntary acquisition is unsuccessful, CFX will consider condemnation
- AAF will provide testimony and support
- AAF will advance funds to CFX for:
 - Good Faith Deposits and Final Judgments
 - Experts and attorneys' fees and costs
 - CFX's fees and costs
 - Subject to reimbursement
- Title exceptions may be condemned if required in the reasonable determination of CFX and AAF

Staff recommends approval of the Amended and Restated Contract for Sale and Purchase of Rail Line Easements with All Aboard Florida.

A motion was made by Commissioner Boyd and seconded by Commissioner Carey to approve the Amended and Restated Contract for Sale and Purchase of Rail Line Easements with All Aboard Florida. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

6. APPROVAL OF PURCHASE AGREEMENT WITH BAL BAY REALTY, LTD. (PARCEL 102) AND CARLSBAD ORLANDO (PARCEL 105) FOR CONSTRUCTION OF THE S.R. 528 MULTIMODAL CORRIDOR, PROJECT 528-1240

Ms. Kelley showed the location of the Bal Bay Realty and Carlsbad Orlando properties in connection with the S.R. 528 Multimodal Corridor.

Parcel 102 (Bal Bay Realty, Ltd.) was appraised by Hanson Real Estate Advisors at \$3.3 million. Parcel 105 (Carlsbad Realty, Ltd.) was appraised by Hanson Real Estate Advisors at \$17.2 million. The appraised value of both parcels totals \$20.5 million. The settlement proposals from the owner valued the properties at \$40.2 million in total. Staff requests approval of both properties for a total amount of \$23.8 million, inclusive of all fees and costs, which is approximately 15% above appraisal.

Ms. Kelley stated that the only provision that the Right of Way Committee did not consider was an explicit prohibition of freight rail north of the Orlando International Airport. Staff is comfortable with the freight rail prohibition in this contract because it would be exceptionally challenging to put a freight line north of the airport. Director of Engineering Glenn Pressimone explained the freight constraints in more detail. Commissioner Carey mentioned that in her and Ms. Kelley's meeting with Secretary Boxold he advised them that FDOT's agreement with All Aboard Florida does not allow freight.

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the Purchase Agreement with Bal Bay Realty and Carlsbad Orlando for a total amount of \$23.8 million, inclusive of all fees and costs. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

7. PRESENTATION ON SR 408 EASTERN EXTENSION PROJECT DEVELOPMENT & ENVIRONMENTAL (PD&E) STUDY

A letter (Exhibit "E") was submitted by Mr. R.J. Mueller as public comment regarding the SR 408 Eastern Extension. Mr. Mueller was not able to attend the board meeting.

Director of Engineering Glenn Pressimone presented information on the Project Development & Environmental (PD&E) Study for the SR 408 Eastern Extension Project.

The Concept Development and Environment Study Report was completed in 2008. Corridor 3B meets the transportation need west of SR 520, providing the greatest relief of traffic congestion along SR 50. Mr. Pressimone showed the location of the corridors on the map.

Purpose and Need:

- Provide additional east-west lanes
- Provide additional emergency evacuation service
- Provide improved transportation connectivity
- Provide transit support

Schedule:

- Public kick off meetings: Sept. 2015
- Alternatives public workshop: Feb. 2016
- Public hearing: Aug. 2016
- Engineering analysis: June 2015 to April 2016
- Engineering documentation: Feb. 2016 to Oct. 2016
- Environmental analysis: June 2015 to March 2016
- Environmental documentation: Jan. 2016 to Oct. 2016
- Project approval: Oct. 2016

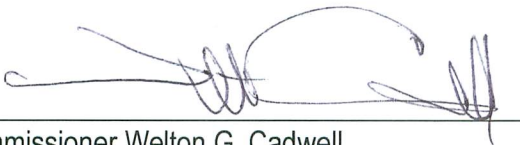
(This item was presented for information only. No formal Board action was taken.)

BOARD MEMBER COMMENT

There were no comments from the public.

ADJOURNMENT

The Chairman adjourned the meeting at 10:15 a.m.



Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority



Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on Sept. 10, 2015.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, www.expresswayauthority.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING

August 13, 2015

9:00 a.m.

Meeting Location: CFX Boardroom
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. APPROVAL OF JULY 9, 2015 BOARD MEETING MINUTES (Action Item)

D. APPROVAL OF CONSENT AGENDA (Action Item)

E. REPORTS

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

F. REGULAR AGENDA ITEMS

1. **FLORIDA TRANSPORTATION COMMISSION'S TRANSPORTATION AUTHORITY MONITORING AND OVERSIGHT REPORT FOR FY 2014** – *Laura Kelley, Executive Director*
(Info. Item)
2. **UPDATE ON THE PURCHASE OF THE BELTWAY IN SEMINOLE AND OSCEOLA COUNTIES AND THE URBAN PORTION OF THE BEACHLINE** – *Commissioner Brenda Carey* (Info. Item)
3. **OSCEOLA PARKWAY AND POINCIANA PARKWAY ELECTRONIC TOLL COLLECTION** – *Commissioner Fred Hawkins* (Action Item)
4. **CONSIDERATION TO APPROVE RECOMMENDED ORDER IN THE FANEUIL, INC. V. CFX AND URS ENERGY AND CONSTRUCTION, INC. BID PROTEST OF TOLL OPERATIONS CONTRACT AWARD** – *Joseph Passiatore, General Counsel* (Action Item)
5. **APPROVAL OF AMENDED AND RESTATED CONTRACT OF SALE AND PURCHASE OF RAIL LINE EASEMENTS WITH ALL ABOARD FLORIDA** – *Joseph Passiatore, General Counsel and Glenn Pressimone, Director of Engineering* (Action Item)
6. **APPROVAL OF PURCHASE AGREEMENT WITH BAL BAY REALTY, LTD. (PARCEL 102) AND CARLSBAD ORLANDO (PARCEL 105) FOR CONSTRUCTION OF THE S.R. 528 MULTIMODAL CORRIDOR, PROJECT 528-1240** – *Laura Kelley, Executive Director* (Action Item)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

7. **PRESENTATION ON S.R. 408 EASTERN EXTENSION PROJECT DEVELOPMENT & EVALUATION (PD&E) STUDY** – *Glenn Pressimone, Director of Engineering* (Info. Item)

G. **BOARD MEMBER COMMENT**

H. **ADJOURNMENT**

This meeting is open to the public.

Note: Any person who decides to appeal any decision made at this meeting will need record of the proceedings and for that purpose, may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

EXHIBIT “A”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA August 13, 2015

CONSTRUCTION & MAINTENANCE

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3. Authorization to award contract to Air Mechanical & Services Corporation for Headquarters Building Computer Room Heating Ventilation & Air Conditioning and Uninterruptable Power Supply Upgrade – Project No. 599-732 (Contract Amount: \$455,836)
4. Approval of contract modifications on the following construction projects:

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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20. Adoption of Resolution for the acquisition of Parcels 108/808 for the construction of the S.R. 528 Multimodal Corridor - Project 528-1240
21. Amendment to Right of Way Committee Charter removing voting abstention requirement for official business between governments


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

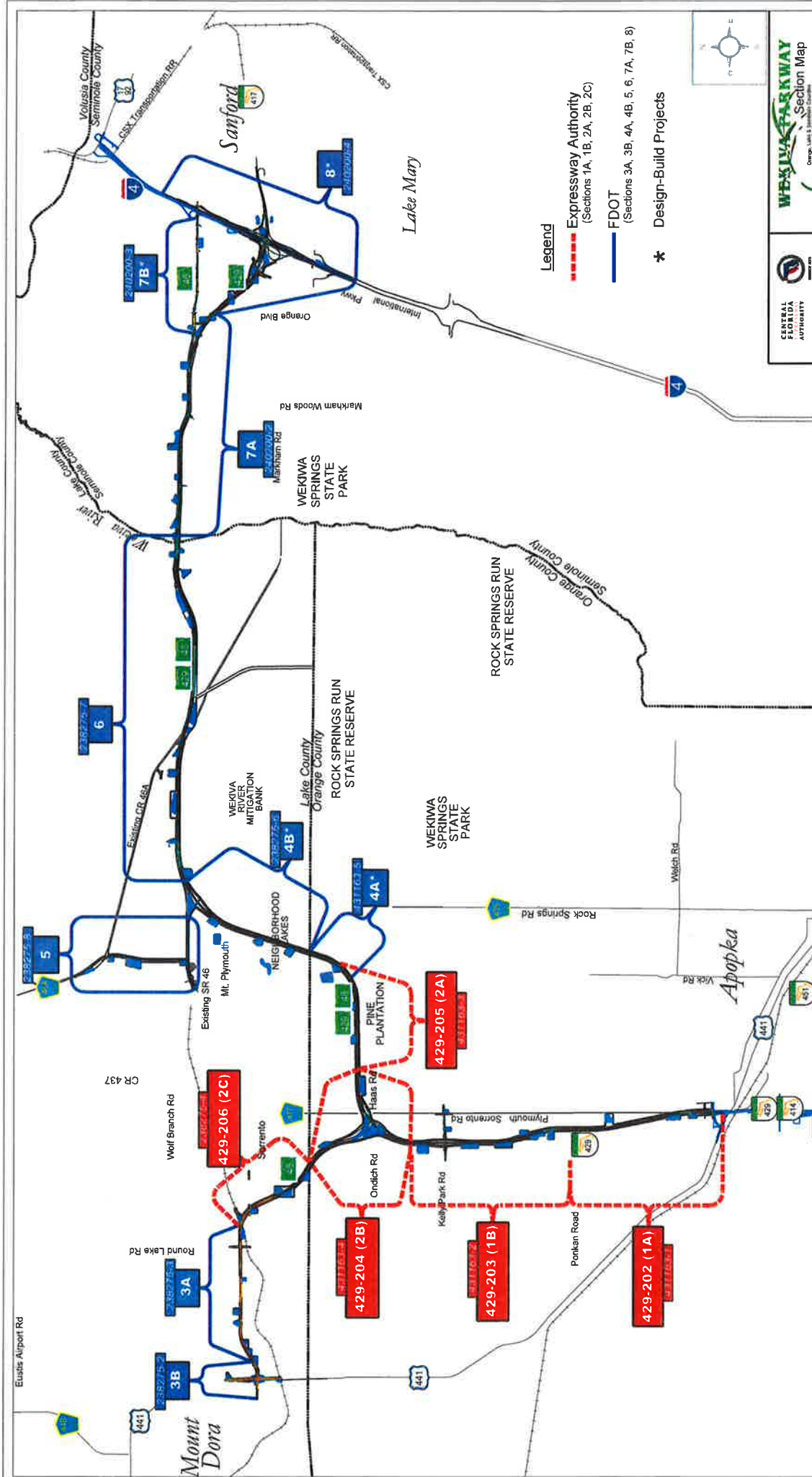
TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

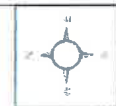
DATE: July 28, 2015

RE: Authorization to Advertise for Construction Bids for
S.R. 429 (Wekiva Parkway) from the Systems Interchange East to
Mt. Plymouth Road
Project No. 429-205; Contract No. 001137

Board authorization is requested to advertise for construction bids for S.R. 429 (Wekiva Parkway) from the Systems Interchange east to a point northeast of Mt. Plymouth Road. This project will include construction of new bridges as needed over Morris Access Road, FGT Easement and Mt. Plymouth Road and will terminate to the east into the FDOT Section 4A/4B currently under construction.



- Legend**
- Expressway Authority
(Sections 1A, 1B, 2A, 2B, 2C)
 - FDOT
(Sections 3A, 3B, 4A, 4B, 5, 6, 7A, 7B, 8)
 - * Design-Build Projects




CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

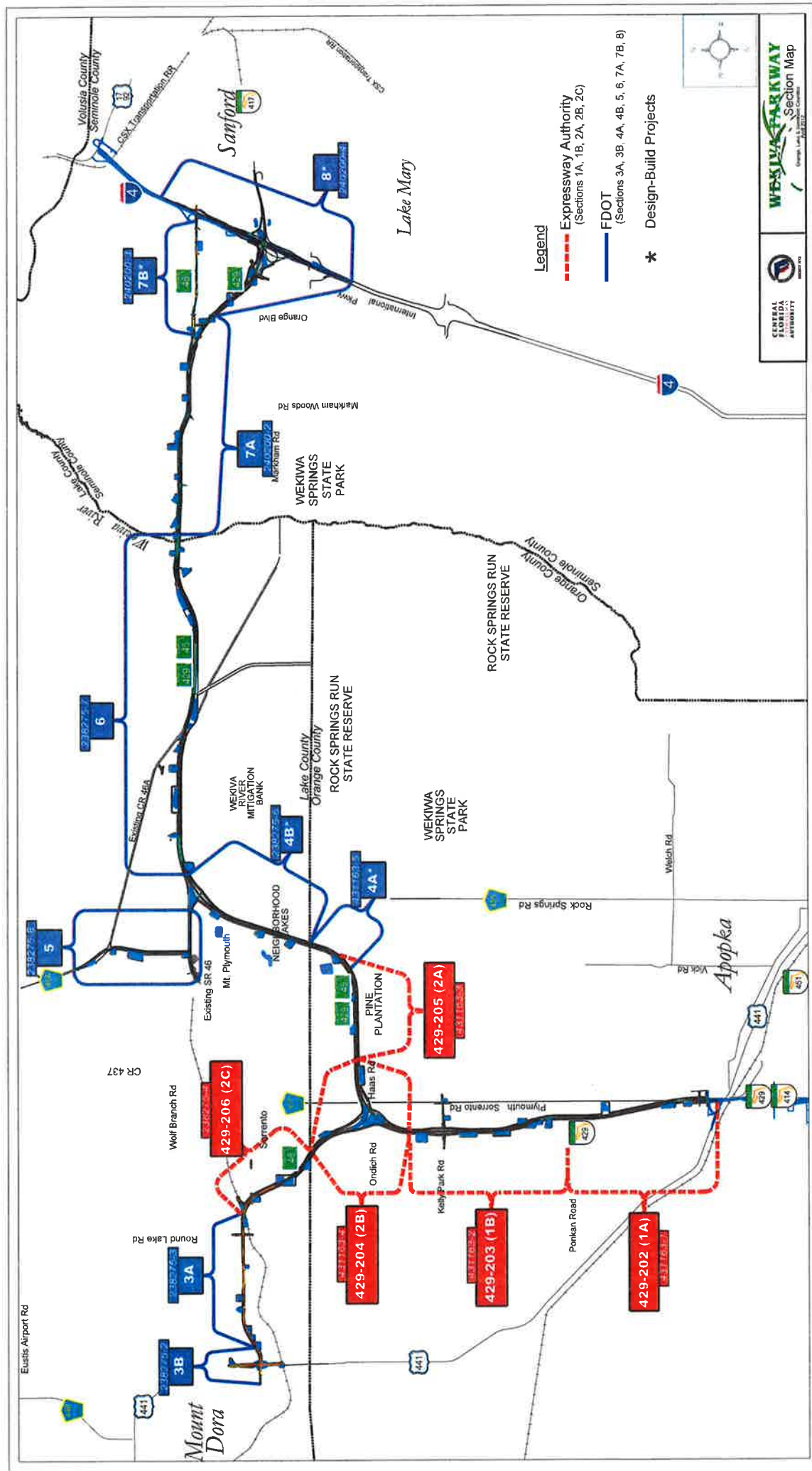
TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Authorization to Advertise for Construction Bids for
S.R. 429 (Wekiva Parkway) from the Lake County Line to S.R. 46
Project No. 429-206; Contract No. 001138

Board authorization is requested to advertise for construction bids for S.R. 429 (Wekiva Parkway) from the Lake County line to S.R. 46 east of Round Lake Road. This project will extend north from the Systems Interchange and will include construction of the intersection of S.R. 429 terminus at S.R. 46.



Legend

Expressway Authority
(Sections 1A, 1B, 2A, 2B, 2C)

FDOT
(Sections 3A, 3B, 4A, 4B, 5, 6, 7A, 7B, 8)

* Design-Build Projects



Wekiwa Parkway
Section Map
Orange, Lake, and Volusia Counties

CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Award of Contract to Air Mechanical & Services Corporation for
Headquarters Building Computer Room Heating Ventilation & Air Conditioning
(HVAC) and Uninterruptible Power Supply (UPS) Upgrade
Project No. 599-732; Contract No. 001120

In accordance with the approved Procurement Policy and Procedures, the Procurement Department opened sealed bids on July 15, 2015, for the referenced project. Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Air Mechanical & Service Corporation	\$455,836.00
2.	Mechanical Services of Central Florida, Inc.	\$507,405.00
3.	Welbro Building Corporation	\$525,155.00

The Engineer's Estimate for this project is \$559,500.00.

The Procurement Department has evaluated all bids and has determined that the bid from Air Mechanical & Service Corporation (Air Mechanical) is responsible and responsive to the bidding requirements. Award of the contract to Air Mechanical in the amount of \$455,836.00 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001120 (the "Contract"), made this 13th day of August, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and AIR MECHANICAL & SERVICE CORPORATION, 325 Anchor Road, Casselberry, Florida 32707, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Contract No. 001120, Headquarters Building Computer Room HVAC and UPS Upgrade, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is \$455,836.00. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on August 13, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Plans,
4. The Specifications,
5. The General Conditions, and
6. The Proposal.

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

AIR MECHANICAL & SERVICE CORPORATION

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

FROM: Ben Dreiling, P.E. 
Director of Construction and Maintenance

DATE: July 28, 2015

RE: Consent Agenda Item
Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information for the proposed Construction Contract Modifications are attached.

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) August 2015	Total Amount (\$) to Date*	Time Increase or Decrease
800-903D	Preferred Materials, Inc.	Goldenrod Rd Milling & Resurfacing	3,947,769.18	0.00	(492,197.27)	3,455,571.91	0
417-110	Masci General Contractor, Inc.	SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd.	10,109,586.09	172,585.05	(213,913.89)	10,068,257.25	0
417-301C	SEMA Construction	SR 417/Boggy Creek Rd. Interchange Improvements Phase III	70,900,000.00	874,938.90	155,757.62	71,930,696.52	0
TOTAL					(\$550,353.54)		

* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley, Joe Berenis, P.E.

The following is a proposed Construction Contract Modification along with the detailed information:

Contract 800-903D: Goldenrod Rd. Milling & Resurfacing
Preferred Materials, Inc.
SA 800-903D-0815-001

Extending Project Limit WB SR 528

The Authority wishes to extend the project limits 590 LF from Sta. 815+00 to Sta. 809+10 to avoid leaving a distressed section of asphalt in place between this and a previous resurfacing project's limits.

INCREASE THE FOLLOWING ITEMS:

Mill Existing Asphalt Pavement, 1 ½" Avg Depth	\$2,360.00
Mill Existing Asphalt Pavement, 2 ¼" Avg Depth	\$5,664.01
Superpave Asphalt, Traffic C, PG 76-22 PMA	\$11,975.99
Superpave Asphalt, Traffic D, PG 76-22 PMA	\$25,831.07
Asphalt Concrete Friction Course, FC-5, PG 76-22	\$24,645.31
Solid Traffic Stripe (PPRT) (Yellow) (6")	\$2,077.62
Solid Traffic Stripe (PPRT) (Contrast) (9")	\$3,038.24
Skip Traffic Stripe (PPRT) (Contrast) (10'-30') (9")	<u>\$927.11</u>
	\$76,519.35

Composite Pay Factor Adjustments

The Authority wishes to add the following items to allow for Composite Pay Factor (CPF) adjustments in accordance with Standard Specifications 334-8.3 and 337-12.3. This specification provides for a pay adjustment on asphalt placed with calculated pay factors for proximity to target for characteristics including asphalt binder content and gradation.

ADD THE FOLLOWING ITEMS:

Lot 2 CPF Adj. (CPF 1.02)	\$4,254.00
Lot 3 CPF Adj. (CPF 1.04)	\$8,508.00
Lot 4 CPF Adj. (CPF 1.01)	\$389.74
Lot 5 CPF Adj. (CPF 1.05)	\$10,535.44
Lot 6 CPF Adj. (CPF 1.05)	\$10,635.00
Lot 7 CPF Adj. (CPF 1.02)	\$1,976.67
Lot 8 CPF Adj. (CPF 1.05)	\$9,940.00
Lot 10 CPF Adj. (CPF 0.98)	(\$3,980.41)
Lot 11 CPF Adj. (CPF 1.05)	\$9,856.75
Lot 12 CPF Adj. (CPF 1.04)	\$2,553.54
Lot 14 CPF Adj. (CPF 0.97)	<u>(\$1,728.18)</u>
	\$52,940.55

Cross Slope Correction WB Shoulder

This change is as requested by the Authority. The plans showed the proposed cross slope on inside shoulder WB SR 528 to be corrected to 5%. The Contract Plans did not show the existing guardrail in the median. The planned cross slope correction would have adversely affected the guardrail height and put it out of standard. The Authority requested the Contractor mill and match the existing cross slope on the shoulder to eliminate the issue.

DECREASE THE FOLLOWING ITEM:

Superpave Asphalt Concrete, Traffic C	(\$31,898.24)
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Eliminate Directional Bore

Due to the existing guardrail and terrain, the Contractor requested to eliminate directional bore and reuse existing conduit for the existing traffic signal for the WB off Ramp at SR 528 and Goldenrod Road. The Authority coordinated with the maintaining agency (City of Orlando) and accepted the Contractor's request.

DECREASE THE FOLLOWING ITEMS:

Conduit, F&I, Open Trench	(\$586.00)
Conduit, F&I, Directional Bore	(\$5,275.80)
Pull and Splice Box, F&I	<u>(\$2,126.85)</u>
	(\$7,988.65)

Deletion of GPS Milling

This change is requested by the Contractor. The Contract requires the use of GPS milling specifications, but due to the scope of work of matching existing cross slopes, the Contractor requested to delete the work and provide a credit to the Authority. The Authority concurred with the Contractor's request and accepted the proposed credit.

ADD THE FOLLOWING ITEM:

Deletion of GPS Milling	(\$58,050.00)
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Bituminous Price Index Adjustments

The Authority wishes to add the following items to allow for Bituminous Price Index adjustments in accordance with Addendum 1, Item 2, Changes to the General Specifications, Subarticle 7.2.1. In accordance with the contract specifications, the Engineer has calculated adjustments for the period of January 2015 – March 2015. Adjustments were made only if current month Fuel/Bituminous price is greater or less than 5% of Bid/Base Bituminous price.

ADD THE FOLLOWING ITEMS:

<u>Bid Month: July 2014 AC Base Price=2.4949; Polymer Base Price=3.1675)</u>	
January 2015 Bituminous Adj. (AC Price=2.3515; Polymer Price=2.9622)	(\$664.49)
February 2015 Bituminous Adj. (AC Price=N/A; Polymer Price=2.9048)	(\$12,852.72)
March 2015 Bituminous Adj. (AC Price=3.1675; Polymer Price=2.789)	<u>(\$22,517.27)</u>
	(\$36,034.48)

Quantity Adjustments for Completed Pay Items

The Authority wishes to adjust quantities for completed pay items in the Contract. This will adjust these quantities to reflect the actual authorized quantities under the Contract.

UNDERRUN THE FOLLOWING ITEMS:

Mill Existing Asphalt Pavement, ¾" Avg Depth	(\$2,045.11)
Superpave Asphaltic Conc., Traffic C, PG 76-22, PMA	(\$30,524.50)
Asphalt Conc. FC incl. Bit., FC-5, PG 76-22, Black Granite	(\$42.50)
Asphalt Conc. FC Traffic C, FC-12.5, PG 76-22, Black Granite	(\$153,655.55)
Sod (Performance Turf)	(\$1,629.00)
Single Post Sign (F&I Ground Mount) (<12 SF)	(\$4,500.00)
Single Post Sign (F&I Ground Mount) (31+ SF)	(\$1,650.00)
Single Post Sign (Remove)	(\$240.00)
Solid Traffic Stripe (Thermoplastic) (White) (24")	(\$686.40)
Directional Arrows (Thermoplastic)	(\$72.00)
Solid Traffic Stripe (Thermoplastic) (Yellow) (18")	(\$38.50)
Solid Traffic Stripe (Thermoplastic) (White) (6")	(\$190.00)
Solid Traffic Stripe (Thermoplastic) (White) (8")	(\$357.20)

Skip Traffic Stripe (Thermoplastic) (White) (6'') (10'-30')	(\$55.00)
Solid Traffic Stripe (Thermoplastic) (Yellow) (6'')	(\$152.00)
Solid Traffic Stripe (PPRT) (White) (6'')	(\$390.00)
Solid Traffic Stripe (PPRT) (White) (18'')	(\$768.00)
Solid Traffic Stripe (PPRT) (Yellow) (6'')	(\$1,147.62)
Solid Traffic Stripe (PPRT) (Contrast) (9'')	(\$11,742.24)
Allowance for Disputes Review Board	(\$30,000.00)
Work Order Allowance	<u>(\$293,679.67)</u>
	(\$533,565.29)

OVERRUN THE FOLLOWING ITEMS:

Superpave Asphaltic Conc., Traffic D, PG 76-22, PMA	\$35,668.70
Concrete Curb & Gutter, Type F	\$1,141.15
Single Post Sign (F&I Ground Mount) (12 SF-20 SF)	\$1,195.00
Retro-Reflective Pavement Markers	\$315.25
Painted Pavement Markings (Yellow) (Island Nose)	\$337.50
Solid Traffic Stripe (Thermoplastic) (White) (12'')	\$258.75
Solid Traffic Stripe (Thermoplastic) (White) (18'')	\$626.40
Skip Traffic Stripe (Thermoplastic) (White) (6'') (2'-4')	\$84.00
Pavement Messages (Thermoplastic)	\$453.00
Skip Traffic Stripe (Thermoplastic) (White) (12'') (3'-12')	\$30.00
Solid Traffic Stripe (PPRT) (White) (8'')	\$2,948.00
Skip Traffic Stripe (PPRT) (White) (12'') (3'-12')	\$700.00
Solid Traffic Stripe (PPRT) (Yellow) (18'')	\$24.00
Skip Traffic Stripe (PPRT) (Contrast) (9'') (10'-30')	\$234.89
Tape Pavement Marking Removal	<u>\$1,862.85</u>
	\$45,879.49

Sub-Total: Quantity Adjustments for Completed Pay Items (\$487,685.80)

TOTAL AMOUNT FOR PROJECT 800-903D **(\$492,197.27)**

**Contract 417-110: SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd.
Masci General Contractor, Inc.
SA 417-110-0815-005**

Painted Pavement Markings/Striping North of Berry Dease

This change is requested by the Authority. The Authority desires to delete the FC-5 friction course on SR 417 in the northbound and southbound directions, north of the Berry Dease bridge from STA 377+65 to the north end of the project. This is being done as a cost savings measure. There is another upcoming project that will start within a few months that would have required this friction course to be removed in order to accommodate necessary traffic shifts during construction. In conjunction with the deletion of the friction course in this area, the thermoplastic striping and pavement markings will also be eliminated and painted pavement markings and temporary tape messages will be applied instead.

ADD THE FOLLOWING ITEM:

Painted Pavement Markings/Striping North of Berry Dease	\$13,517.90
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DECREASE THE FOLLOWING ITEMS:

Thermoplastic (Standard) (White) (Solid) (8")	(\$2,376.00)
Thermoplastic (Standard) (White) (Solid) (18")	(\$1,020.90)
Thermoplastic (Standard) (White) (Message)	(\$420.00)
Thermoplastic (Standard) (White) (Arrows)	(\$190.00)
Thermoplastic (Standard) (Yellow) (Solid) (8")	(\$1,651.05)
Thermoplastic (Standard) (Yellow) (Solid) (18")	(\$3,905.00)
Thermoplastic (Standard – Open Graded) (White) (Solid) (6")	(\$608.40)
Thermoplastic (Standard – Open Graded) (Yellow) (Solid) (6")	(\$1,404.00)
Preformed Tape (High Performance) (Yellow) (Solid) (6")	(\$9,872.15)
Preformed Tape (White/Black Contrast) (Yellow) (Solid) (9")	(\$15,570.56)
Preformed Tape (White/Black Contrast) (Skip) (9")	<u>(\$13,034.65)</u>
	(\$50,052.71)

Sub-Total: Painted Pavement Markings/Striping North of Berry Dease	(\$36,534.81)
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Repair Existing Approach Slabs at Curry Ford Rd.

This change is requested by the Authority. Due to minor settlement or imperfections in the existing approach slabs in the SR 417 northbound and southbound outside lanes approaching the bridges over Curry Ford Road, there is a longitudinal grade difference where the asphalt meets the concrete. This grade difference causes an abrupt dip that does not meet the Authority's standards for ride quality on the final roadway surface. In order to repair these areas, the existing approach slabs and approx. 50' of adjoining asphalt pavement were milled out and repaved following a smooth profile which eliminated the grade difference and successfully improved the ride quality.

ADD THE FOLLOWING ITEM:

Repair Existing Approach Slabs at Curry Ford Rd.	\$26,177.05
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Quantity Adjustments for Completed Pay Items

The Authority wishes to adjust quantities for completed pay items in the Contract. This will adjust these Contract quantities to reflect the actual authorized quantities under the Contract.

INCREASE THE FOLLOWING ITEMS:

Milling Existing Asphalt Pavement ¾" Avg. Depth	\$11,740.25
Superpave Asphaltic Conc., Traffic B	\$7,472.53
Superpave Asphaltic Conc., Traffic C	\$8,926.93
Superpave Asphaltic Conc., Traffic D	\$356,837.46
Misc. Asphalt Pavement	\$6,731.18
Guardrail – Roadway	<u>\$2,398.44</u>
	\$394,106.79

DECREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	(\$203.00)
Superpave Asphaltic Conc., Traffic D, PG 76-22	(\$358,656.36)
Asphaltic Friction Course, FC-5, PG 76-22	(\$30,932.87)
Pipe Culvert (Round) (30") (Storm & Cross Drain)	(\$192.69)
Performance Turf	(\$195,678.00)
Allowance for Disputes Review Board	<u>(\$12,000.00)</u>
	(\$597,662.92)

Sub-Total: Quantity Adjustments for Completed Pay Items (\$203,556.13)

TOTAL AMOUNT FOR PROJECT 417-110 **(\$213,913.89)**

Contract 417-301C: SR 417/Boggy Creek Rd. Interchange Improvements Phase III
SEMA Construction
SA 417-301C-0815-003

LED Sign Lighting System

This change is as requested by the Authority. The Authority has adopted a new standard for sign lighting that requires the use of LED Sign Lighters with Remote Ballasts. The remote ballasts are located in a driver box mounted to the sign support away from traffic. This allows for a safer ballast change as no lane closure is required and personnel are servicing away from traffic. This change has been implemented on recent projects 429-621 and 417-304.

ADD THE FOLLOWING ITEMS:

Driver Remote Cable	\$85,929.12
LED Remote Luminaire Type A & B	\$34,079.79
LED Remote Luminaire Type I	\$21,635.32
Adjust Bracket Arm w/ Type A & B	\$13,489.28
Adjust Bracket Arm w/ Type I	\$8,760.90
Credit to Delete Sign Lights per Original Plans	<u>(\$39,556.08)</u>
	\$124,338.33

Ramp G Stay In Place Form Re-Work

The plans contain incorrect elevations for the setting of deck forms. This was caught after 2 spans of deck forms had been placed. Upon discovery of this issue, the Design Engineer provided revised finish grades and the Contractor removed and reinstalled the affected deck forms.

ADD THE FOLLOWING ITEM:

Ramp G SIP Repairs	\$16,217.48
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Drainage Pipe Extension

The existing 42 inch diameter drainage pipe at the existing Pond #1 needs to be extended by approximately 60 feet to accommodate the new embankment on Ramp H and existing Pond #1. This work was not shown in the project plans.

ADD THE FOLLOWING ITEM:

42" Pipe Extension	\$15,201.81
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TOTAL AMOUNT FOR PROJECT 417-301C

\$155,757.62

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

FROM: Ben Dreiling, P.E.
Director of Construction and Maintenance

Date: July 28, 2015

RE: Consent Agenda Item
Maintenance Contract Modifications

Authorization is requested to execute the following Maintenance Contract Modification. Supporting detailed information for each proposed Maintenance Contract Modification is attached.

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) August 2015	Total Amount (\$) to Date*	Time Increase or Decrease
000689	ICA	SR 429, SR 451 and SR 414 Roadway and Bridge Maintenance Services	\$ 7,996,000.00	\$ 757,891.87	\$ (69,923.86)	\$ 8,683,968.01	
000761	JCS	SR 408, SR 417, SR 528 and SR 551 Roadway and Bridge Maintenance Services	\$ 16,989,528.00	\$ 362,490.39	\$ 1,097.03	\$ 17,353,115.42	
					\$ (68,826.83)		

* Includes Requested Amount for current month.

BD/cb

cc: Laura Kelley, Joe Berenis

Infrastructure Corporation of America - Contract 000689
Asset Maintenance - SR 429, SR 451, and SR 414

- 1) Contract Scope of Services, Section 5.8, Evaluation and Acceptance of Work, identifies Contractor payment deductions that will be made by the Authority for the Contractor not achieving contract specified minimum targets of the components that make up the Authority's Maintenance Rating Program Score. Through June 2015, the following deduction has been calculated:

(\$87,116.10)

- 2) At the direction of the Authority the Contractor was instructed to regrade and place additional soil and sod to correct a drainage issue occurring at SR 429 near Connector Road and Plymouth Sorrento Road. The initial drainage was undermining the existing sound wall depositing soil into the yard in an adjacent neighborhood.

\$ 11,172.60

- 3) The Contractor was instructed by staff to install fencing around approximately four (4) uninhibited residential properties with swimming pools acquired by CFX for the Wekiva Parkway corridor as required by Florida Statue, Chapter 515, Residential Swimming Pool Safety Act.

\$ 6,019.64

Total Infrastructure Corporation of America:

(\$ 69,923.86)

Jorgensen Contract Services - Contract 000761
Asset Maintenance - SR 408, SR 417, SR 528 and SR 551

- 1) Contract Scope of Services, Section 5.8, Evaluation and Acceptance of Work, identifies Contractor payment deductions that will be made by the Authority for the Contractor not achieving contract specified minimum targets of the components that make up the Authority's Maintenance Rating Program Score. Through June 2015, the following deduction has been calculated:

(\$35,983.64)

- 2) Fire Department remote hose connections were included in construction during various expansion projects along SR 408. At the request of the Authority, FD reflective marker panels/plaques were fabricated and mounted at existing stand pipe locations. This work is beyond the scope of the contract, and requires compensation.

\$8,821.53

- 3) Approximately five years ago underdeck lighting was requested by the local community at SR 417 and Rhode Island Woods Blvd. At that time electrical power was not available so solar lighting was installed by the Maintenance Contractor. Over the years the solar panels and batteries have had frequent outages and are no longer practicable. A local power source has been determined to exist at an overhead sign structure and the Contractor was requested to tie the underdeck lighting into the existing roadway lighting system. This work is not addressed in any of the Authority maintenance contracts and is therefore considered extra work. Reimbursement is required and appropriate.

\$16,871.14

- 4) A section of guardrail along WB SR 528 at Farm Access Road and the Econlockhatchee River Bridge was originally constructed with an incorrect approach angle. In order to satisfy current FDOT Specifications and expedite correction of the existing guardrail approach angle staff utilized the Asset Maintenance Contractor. Furnishing, installing and removal of existing roadway guardrail is additional to the scope of this contract and requires compensation.

\$11,388.00

Total Jorgensen Contract Services:

\$1,097.03

CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: July 28, 2015

RE: Authorization to Advertise for
Letters of Interest for General Engineering Consultant Services for Planning
Engineering and Design
Contract No. 001145

Board authorization is requested to advertise for Letters of Interest (LOI) from qualified firms to serve as CFX's General Engineering Consultant (GEC) for planning, engineering and design. Services to be provided under the contract will support certain bond covenant requirements, engineering, design, planning, and work plan development.

Under a separate memo, staff will be requesting authorization to advertise for LOIs for General Engineering Consultant (GEC) Services that support technology and intelligent transportation systems services. The advertisement will include language that will advise interested consultants that the same firm cannot hold both GEC contracts.

Selection of a consultant will be in accordance with the approved Procurement Policy and Procedures. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Award of Contract to Parsons Brinckerhoff, Inc.
Design Services for S.R. 528/Econlockhatchee River Bridge Replacement
Contract No. 001098

At its meeting on June 11, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to enter negotiations with Parsons Brinckerhoff, Inc. (PB), the firm ranked first. Those negotiations have been completed and Board award of the contract to PB in the amount of \$1,200,000.00 is requested.

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
PARSONS BRINCKERHOFF, INC.**

**S.R. 528/ECONLOCKHATCHEE RIVER BRIDGE
REPLACEMENT**

CONTRACT NO. 001098

**CONTRACT DATE: AUGUST 13, 2015
CONTRACT AMOUNT: \$1,200,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, METHOD
OF COMPENSATION, DETAILS OF COSTS AND
FEES, PROJECT ORGANIZATIONAL CHART,
PROJECT LOCATION MAP, AND SCHEDULE**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, AND SCHEDULE**

FOR

S.R. 528/ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT

CONTRACT NO. 001098

AUGUST 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

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<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
E	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13th day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and PARSONS BRINCKERHOFF, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 420 South Orange Avenue, Orlando, Florida 32801.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain services in connection with the design of the S.R. 528/Econlockhatchee River Bridge identified as Contract No. 001098.

2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, 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 Amendment 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 authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports 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 CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of the AUTHORITY as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, the AUTHORITY may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial

progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants 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 CONSULTANT to perform less than the total contract work with other than its own organization.

Antillian Engineering Associates, Inc. (Class 2)
Geotechnical and Environmental Consultants, Inc. (Class 2)
Vanasse Hangen Brustlin, Inc.
WBQ Design and Engineering, Inc.
McKim and Creed, Inc. (Class 2)

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by the AUTHORITY's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the AUTHORITY's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to the AUTHORITY, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT 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.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of \$1,200,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT 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. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT 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.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, 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 on this project; 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 and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 420 South Orange Avenue, Orlando, Florida 32801.

The CONSULTANT 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 CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 COMPLIANCE WITH LAWS

The CONSULTANT 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 contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the

compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price 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 date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

11.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT 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.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing 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.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all

engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT 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, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT 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 CONSULTANT 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 AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute 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. Adjustments of compensation and 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 absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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 all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request

that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure

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

16.0 INSURANCE

The CONSULTANT, 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 CONSULTANT 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 CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage 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 CONSULTANT 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.

16.2 Business Automobile Liability coverage 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 CONSULTANT does not own automobiles the CONSULTANT 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.

16.3 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 CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have 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 CONSULTANT.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT 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 CONSULTANT'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 CONSULTANT'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.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT 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 CONSULTANT also agrees that it shall not 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.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Director of Public Affairs and Communication or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Director of Public Affairs and Communication or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT 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 CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this 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 this 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 Director for resolution. During the term of this Agreement, the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the

CONSULTANT prepared plans and/or specifications. 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 was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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.

22.0 GOVERNING LAW AND VENUE

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located 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

Exhibit "E", Project Location Map

Exhibit "F", Schedule

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on August 13, 2015.

PARSONS BRINCKERHOFF, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 BRIDGE REPLACEMENT OVER THE
ECONLOCKHATCHEE RIVER**

PROJECT NO. 528-131

IN ORANGE COUNTY, FLORIDA

July, 2015

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. See EXHIBIT "E", Project Location Map.

1.02 Description

The services to be provided under this contract will include final design, preparation of construction drawings and specifications for the replacement of the S.R. 528 twin bridges over the Econlockhatchee River. The existing bridges will be replaced with twin three lane bridges with standard 10 foot inside and outside shoulders (ultimately expandable to four lane bridges).

The PGL for the new bridges will be approximately 4 feet higher than the existing to conform with the future profile adjustment planned to improve the drainage and maintainability of the roadside ditches. This requires reconstruction of 1200 feet the roadway on either side of the bridge to tie into the existing. Construction of the roadway diversion to maintain traffic plus a little milling and resurfacing will extend another 1200 feet resulting project limits that extend a total of 2400 feet on either side of the River. Final horizontal geometry for the roadway will be dependent upon the bridge alternative selected by the Authority.

Additional elements include surveying, bridge hydraulics and scour analysis, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, fiber optic network, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 528 Bridge Replacement over the Econlockhatchee River.
- B. The Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network plans and final signing and pavement marking plans.
- C. The Authority's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. The Authority's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be nine (9) months from notice to proceed, including all reviews.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, the Authority's Design Practices and Standard Notes and the Authority's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, and updates, shall be used for this project.
2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.
3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.
4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.
7. The CFX ITS Design Standard Details for Design, Construction, Maintenance and Utility Operations on the State Highway System, July 2014, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by the Authority during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2037
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by the Authority, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change) Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft. Right Left	<u>4-Lane</u> 12 (10 paved) 8 (4 paved)	<u>Single Lane</u> 6 (4 paved) 6 (2 paved)	8 (4*paved) 8 (2 paved) * min. 5' paved FDOT

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Right	<u>6-Lane</u> 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u>	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		
3. Left Shoulder	5%	5%	5%
4. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
<u>Horizontal Clearance</u>	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
<u>Vertical Clearance, ft.</u>			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

- Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Single Lane Entrance Ramp Parallel
- Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by the Authority.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services to be provided under this contract will include final design, preparation of construction drawings and specifications for the replacement of the S.R. 528 twin bridges over the Econlockhatchee River. The existing bridges will be replaced with twin three lane bridges with standard 10 foot inside and outside shoulders (ultimately expandable to four lane bridges).

Additional elements include surveying, bridge hydraulics and scour analysis, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, fiber optic network, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to FDEP, ACOE and applicable Water Management District(s).

4.03 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to the Authority a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by the Authority's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.04 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by the Authority and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on the Authority's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B.

B. Survey

Horizontal Project Control (HPC). *Utilizing control provided by CFX (AAF information); Set 8 control points (@ 600' intervals) for Project Control. Includes control to perform topo and channel survey within 300' x 600' (2) drainage R/W's.*

Vertical PC / Bench Line. *Vertical PC / Bench Line. 3 wire bench run thru points set in 27.1. Utilizing control provided by CFX (AAF information) Vertical PC / Bench Line. 3 wire bench run thru points set in 27.1.*

Alignment and Existing R/W Lines. *Utilizing control provided by CFX (AAF information) Alignment and Existing R/W Lines. Research and field locate corners along SR 528 centerline/existing R/W to substantiate the R/W limits for the area (includes generating BL of Survey and regenerating AAF info in dgn format). Paint 100' stations on EB shoulder*

Topography/DTM (3D). *Topo/DTM survey will be performed from 2000' west of the existing Econ river bridge, east to the gore (EB & WB) at the Dallas Blvd exit. 25' outside R/W to 25' outside R/W. (1 mile)*

Drainage Survey. *Survey/Detail 3 drainage structures*

Bridge Survey. *Bridge Survey of Existing 528 Bridge over Econ. Sufficient Detail to show existing pile and superstructure outline only. Bridge is to be removed*

Channel Survey. *Channel Survey of Econ from R/W to R/W (950'), includes survey within 300' x 600' (2) drainage R/W's. Additional cross section at 100' beyond R/W north and 100' & 300' beyond R/W south*

Pond Site Survey. *flood compensation area. Triangular infield area at NE quad of Dallas Interchange.*

Jurisdictional Line Survey. *Wetland line survey (as staked by others). Assume 0.5 mile*

Geotechnical Support. *Geotechnical Support, locate 30 boring locations (N,E,Z). Geotech to utilize painted stations for reference.*

Line Cutting. *approx. 7920' of line cutting along alignment and within 300' x 600' (2) drainage R/W's*

Work Zone Safety. *MOT as appropriate to maintain safe work zone to traveling public and field survey crew.*

Document Research. *Research, Review AAF R/W and control information*

Field Reviews. *2 field reviews (at 3 Hours per)*

Technical Meetings.

QA/QC

Supervision

Coordination

4.05 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of the Authority.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A

traffic control plan and permit may be required. Any advanced warning signs required when crews are working on the Authority system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to the Authority's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to the Authority for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida

Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of the Authority.

- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as the Authority may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of the Authority, its Chairman or staff.
- B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. The Authority will prepare exhibits pertaining to aesthetic

treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

A. The Authority's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to the Authority. (The Authority will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with the Authority and regulatory agencies.
2. Provide additional information requested at the pre-application by regulatory agencies for permits.
3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
4. Provide all plans, calculations, sketches and reports required for permits except as described above.
5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
6. Assist the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by

the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by the Authority's Project Manager. After approval of the agreement by the utility and Authority, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in

identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections will be prepared as part of the 15% submittal and submitted to the Authority for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Plans and profiles (plans at 1"=50' scale)
 8. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
 9. Earthwork quantities

10. Traffic Control Sheets
11. Utility Adjustment Sheets
12. Details
13. Special provisions
14. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges.
 2. Retaining walls
 3. Box Culverts
 4. Slope protection
 5. Approach slabs
 6. Details
 7. Summary quantity tables
 8. Special provisions and specifications
 9. Stage construction-sequencing details (if applicable).
 10. Sign\Signal structures.
 11. Sound walls.
 12. The Consultant shall perform Load Rating Analysis per FDOT criteria

for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
 2. Finalize the pond design at the 30% submittal.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps used in the development of the drainage design to the Authority for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. If required, the Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, the Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by the Authority.
- B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 - 3. Traffic shall be maintained during all phases of project construction at all locations determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric

utility.

- B. The Authority will provide conceptual signing plans for the project.
- C. The Authority will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures.
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- F. Propose to relocate and reuse existing structures if they meet current wind load criteria.

4.18 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
- B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.19 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

- A. The Consultant shall prepare and submit to the Authority construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by the Authority's Technical Specifications.

4.22 Fiber Optic Network (FON)

- A. Fiber Optic Infrastructure Plans
 - 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic

ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

This scope has assumed that two and one half (2.5) miles of ITS relocation will be required consisting of one and one quarter (1.25) miles of relocations on each side of SR 528. Existing fiber optic conduit and cabling will be replaced along the relocation distance and spliced to existing fiber optic cabling in existing splice vaults at the relocation limits. New fiber optic drop cabling will be provided to ITS devices within the relocation area.

2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including the Authority's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
 - o. Controller cabinet, CCTV pole, and foundation details
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet.
 - q. Grounding

- r. Table of quantities
 - s. Special notes
 - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. Relocation or replacement of existing CCTV sites are anticipated under this contract
 - w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
 - x. Relocation or replacement of existing DMS sites are anticipated under this contract to account for vertical and/or horizontal alignment changes.
 - y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current Authority ITS equipment standards.
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future Authority projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in the Authority FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in the Authority's standard format to document the functional connectivity between fiber optic conduit and all splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

Quantities And General Notes

4. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.

- E. Standard Authority specifications will be provided to the Consultant. The

Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.24 Post-Design Services

- A. Services shall begin after authorization by the Authority. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, the Authority, and the Authority's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by the Authority. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to the Authority within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural,

lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by the Authority's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by the Authority's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. The Authority shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE

5.01 Record Documents

- A. The Authority will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to the Authority of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest Authority construction projects.

5.02 Traffic Data

- A. The Authority will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.03 Other

- 1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

- A. If necessary, the Authority, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. The Authority will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

- A. The Authority will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

- A. The Authority will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by the Authority. The Authority will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

- A. The Authority will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

- A. The Authority will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

- A. The Authority will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. The Authority will stake wetland lines and coordinate agency site visits. The Authority will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. The Authority will provide a conceptual major guide signing plan.**
- B. The Authority will provide conceptual aesthetics design and treatments for structures.**

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

- A. The Authority's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by the Authority's Project Manager.

7.02 Authority's Project Manager

The Authority's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for the Authority to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to the Authority.
 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

- A. The Consultant shall provide data for the Authority's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with the Authority's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by the Authority. Two working days prior to each progress meeting, the Consultant shall provide the Authority's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to the Authority's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by the Authority.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to the Authority for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.

- B. The Consultant's quality control plan shall be submitted to the Authority within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by the Authority.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. Authority representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to the Authority a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to the Authority. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and the Authority.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to the Authority for review.

- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to the Authority.
- C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
1. Field survey notes and computations.
 2. Design criteria used for the project.
 3. Geometric design calculations for horizontal alignment.
 4. Vertical geometry calculations.
 5. Right-of-way calculations.
 6. Drainage computations.
 7. Structural design calculations.
 8. Geotechnical report.
 9. Hydraulics Report for each bridged stream crossing.
 10. Earthwork calculations not included in the quantity computation booklet.
 11. Calculations showing cost comparisons of various alternatives considered.
 12. Calculations of quantities.
 13. Documentation of decisions reached resulting from meetings,

telephone conversations or site visits.

14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process
- B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (3 sets and 1 .PDF required)
 2. 30% Roadway Plans (6 sets and 1 .PDF CD/DVD required)
 3. 30% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 4. 60% Roadway and specifications, Geotechnical Report (6, 6, and 3 sets and 1 .PDF CD/DVD required)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 7. 90% Roadway and specifications (6 and 6 sets and 1 .PDF CD/DVD required)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (6, 6, 6 and 3 sets and 1 .PDF CD/DVD required))
 9. Pre-Bid Plans (3 sets and 1 .PDF CD/DVD required)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and 1 .PDF of all plans and reports)

- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than the Authority will not be made until approved by the Authority.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to the Authority giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.

2. Drainage Map Prepared

- a) Existing culvert sizes and elevations.
- b) Horizontal alignment shown.
- c) Drainage areas and flow arrows shown.
- d) High water information shown.
- e) Beginning and end stations shown along with any equations on project.
- f) Interchange supplemental maps prepared.

3. Typical Section Sheets

- a) Ramp typical sections developed.
- b) Pavement structure shown.
- c) Special details developed.
- d) General notes shown.

4. Plan and Profile Sheets

- a) Centerline plotted.
- b) Reference points and bench marks shown.
- c) Existing topography.
- d) Base line of surveys, curve data, bearings, etc. shown.
- e) Beginning and end stations (project and construction).
- f) Geometric dimensions.
- g) Proposed and existing limited access right-of-way lines.
- h) Existing ground line.
- i) Proposed profile grade.

- j) Type, size and horizontal location of existing utilities.
 - k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
5. Cross Sections
- a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).
 - c) Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a) Geometric dimensions.
 - b) Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
- a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Project description and number shown.
- b) Equations, exceptions and bridge stations shown.
- c) North arrow and scale included.
- d) Consultant and Authority sign-off included.
- e) Contract set index complete.
- f) Index of sheets updated.

2. Drainage Maps

- a) Flood data shown.
- b) Cross drains and storm sewer shown.
- c) Bridges shown with beginning and ending stations.
- d) Interchange supplemental sheets updated.

3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

- a) Match lines shown.
- b) Limited access right-of-way lines shown.
- c) Stations and offset shown for all fence corners and angles.

- d) All work shown should be within right-of-way or proposed easement.
- e) Drainage structures and numbers are shown.
- f) Drainage ponds shown.
- g) Curve data and superelevation included.
- h) Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- j) Bridges shown with beginning and ending stations.
- k) General Notes.

5. Drainage Structures

- a) Drainage structures plotted and numbered.
- b) Station location and offsets identified.

6. Cross Sections

- a) Templates are shown at all stations.
- b) Limited access right-of-way lines are shown.
- c) Cross section pattern sheet included.
- d) Miscellaneous notes included.
- e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

- a) Geometric data shown.
- b) Profiles finalized.
- c) Coordinate data shown.

- d) Limited access right-of-way lines shown.
- e) Curve data shown.
- f) Bearings and bridges shown.
- g) Cross roads, frontage roads, and access roads shown.
- h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.

- c) Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
 - a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b) Limits of side road construction.
 - c) Angle and stationing for intersections.
 - d) Treatment for non-standard superelevation transitions diagramed.
 - e) General notes shown.
 - f) Special ditches profiled.
- 5. Drainage Structures
 - a) Existing structures requiring modifications are shown.
 - b) Existing and proposed utilities are shown.
- 6. Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
- 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.

9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans

7.21 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 The AUTHORITY agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$1,200,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for the AUTHORITY to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

Parsons Brinckerhoff

Total Activity Salary Costs	\$227,063.29
(a) Overhead Additives	
(1) Combined (153.94%)	349,541.23
Subtotal (Salary + Overhead)	576,604.52
(b) Lump Sum for Operating Margin (12.00%)	69,192.54
Subtotal (Salary Related)	645,797.06
(c) Direct Expenses - Lump Sum (Prime)	4,887.59
BASIC FEE	650,684.65
(d) Subcontracts (Limiting Amount)	493,654.56
(e) Allowance	55,660.79
TOTAL MAXIMUM LIMITING AMOUNT	\$1,200,000.00

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

The AUTHORITY shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this 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 this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

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 work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'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 the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by the AUTHORITY'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 153.94% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by the AUTHORITY to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from the AUTHORITY. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 153.94 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 153.94%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by the AUTHORITY to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.00 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

The AUTHORITY shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by the AUTHORITY.

4.16 The CONSULTANT 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 this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from the AUTHORITY.

4.18 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 payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

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

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the AUTHORITY for the overpayment, provided the net difference is not zero.

EXHIBIT C
DETAILS OF COSTS AND FEES

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:
County:
FPM:
FAP No.:

Consultant Name: Parsons Brinckerhoff
Consultant No.: 0101000000
Date: 7/28/2015

Staff Classification	Total Staff From SH Summary	Manager	Senior Engineer	Engineer	Designer	CADD Support	Structures Manager	Senior Struct Eng	Struct Eng	Struct Engineer	Engineer Intern	Structures Designer	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
1. Project General and Project Common Tasks	190	95	95	0	0	0	0	0	0	0	0	0	0	180	\$14,001	\$74.17
4. Roadway Analysis	1,349	81	242	351	337	0	0	0	0	0	0	0	0	1,348	\$86,740	\$50.98
5. Roadway Plans	784	47	140	204	198	0	0	0	0	0	0	0	0	783	\$39,811	\$50.87
6. Drainage Analysis	548	33	98	142	137	0	0	0	0	0	0	0	0	547	\$27,887	\$50.98
7. Utilities	8	0	0	2	2	0	0	0	0	0	0	0	0	8	\$266	\$50.00
8. Environmental Permit, Compliance & Clearances	266	16	49	69	87	0	0	0	0	0	0	0	0	268	\$13,878	\$51.04
9. Structures - Misc. Tasks, Dwg. Non-Tech.	317	18	0	0	0	0	0	70	0	0	0	0	0	317	\$14,880	\$46.97
10. Structures - Bridge Development Report	152	9	0	0	0	0	0	34	0	0	0	0	0	152	\$7,149	\$47.03
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
13. Structures - Medium Span Concrete Bridge	728	44	0	0	0	0	0	159	0	0	0	0	0	728	\$34,080	\$46.94
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
17. Structures - Retaining Walls	60	4	0	0	0	0	0	13	0	0	0	0	0	60	\$2,827	\$47.12
18. Structures - Miscellaneous	52	3	0	0	0	0	0	12	0	0	0	0	0	52	\$2,454	\$47.20
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
30. Geotechnical	20	1	0	19	0	0	0	0	0	0	0	0	0	20	\$1,089	\$54.45
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Total Staff Hours	4,472	352	824	787	738	738	0	288	0	940	0	0	0	4,469	\$227,063.28	\$50.81

Check = \$227,063.28

SALARY RELATED COSTS:

OVERHEAD: 153.94%
OPERATING MARGIN: 12%
FCOM (Facilities Capital Cost Money): 0.00%
LUMP SUM EXPENSES:

Survey (Field - if by Print 0 days @ \$ / day)
SUBTOTAL ESTIMATED FEE:

Subconsultant Antillian
Subconsultant GEC
Subconsultant VHB
Subconsultant WBC
Subconsultant McKim and Creed
SUBTOTAL SUBCONSULTANTS: \$493,664.66

GRAND TOTAL ESTIMATED FEE: \$1,144,339.21

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Survey Field Days by Subconsultant
4 - Parsons Clear

REIMBURSEABLE OUT-OF-POCKET EXPENSES

Consultant: Parsons Brinckerhoff PB Project No: _____
 Description: CFX Project No 528-131 - SR 528 Bridge Replacement Over The Econlockhatchee River
 Solicitation No (s): _____

PHOTOGRAPHY

Film & Development - Color 24 exposure 0 rolls x \$8.00 per roll = \$0.00

PHOTOGRAPHY TOTAL: \$0.00

REPRODUCTION

Number of sets required>>(See Note 1 Below)	Sheet Count	Color Plot 8 1/2 x 11	B&W Plot 8 1/2 x 11	Phase Rvw 11 x 17	B&W Let/Lgt/Tab	Color Let/Lgt/Tab
Task Description						
PLAN SHEETS						
Roadway Plans	60	0	20	2142	0	0
Signing & Marking Plans	14	0	0	357	0	0
Structures Plans	33	0	0	842	0	0
Lighting Plans	14	0	0	357	0	0
ITS Plans	61	0	0	1556	0	0
Plans for QC	182	0	0	1820	0	0
REPORTS						
Roadway	0	0	0	0	0	0
Bridge	40	0	0	0	540	72
BHR	40	0	0	0	540	72
Drainage	200	36	0	0	4500	600
Geotechnical	200	36	0	0	4500	600
Lighting / ITS	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
Subtotal	844	72	20	7074	10080	1344
Working Copies (10% of Subtotal)		7	2	707	1008	134
UNIT TOTALS:		79	22	7781	11088	1478
UNIT COSTS:		\$0.50	\$1.00	\$0.15	\$0.08	\$0.30
TOTAL COSTS:		\$39.50	\$22.00	\$1,167.15	\$887.04	\$443.40

REPRODUCTION TOTAL: \$2,559.09

OTHER MATERIALS / SERVICES

<u>30</u>	Plan Binding	x	\$ <u>2.60</u>	per copy =	<u>\$78.00</u>
<u>100</u>	Report Binding	x	\$ <u>5.00</u>	per copy =	<u>\$500.00</u>
<u>5</u>	Boards	x	\$ <u>35.00</u>	per sht =	<u>\$175.00</u>
<u>12</u>	CD	x	\$ <u>15.00</u>	per sht =	<u>\$180.00</u>

OTHER MATERIALS TOTAL: \$933.00

TRAVEL EXPENSES

TO: Project Site	FROM: Parsons Brinckerhoff
Per Diem: _____ trips x <u>1</u> people x <u>0</u> days x <u>\$21.00</u> per day = <u>\$0.00</u>	
Hotel: _____ trips x <u>1</u> nites/trip x <u>\$ 72.15</u> per nite = <u>\$0.00</u>	
Rental Car: _____ trips x <u>0</u> days x <u>\$ 37.31</u> per day = <u>\$0.00</u>	
Airfare: _____ trips x <u>1</u> people x <u>\$ 103.50</u> per trip = <u>\$0.00</u>	
TO: Project Site	FROM: Parsons Brinckerhoff
Per Diem: _____ trips x <u>1</u> people x <u>0</u> days x <u>\$21.00</u> per day = <u>\$0.00</u>	
Hotel: _____ trips x <u>1</u> people x <u>0</u> nites/trip x <u>\$ 72.15</u> per nite = <u>\$0.00</u>	
Rental Car: _____ trips x <u>1</u> days x <u>\$ 37.31</u> per day = <u>\$0.00</u>	
Airfare: _____ trips x <u>1</u> people x <u>\$ 103.50</u> per trip = <u>\$0.00</u>	
TO: Project Site	FROM: Parsons Brinckerhoff
Mileage: <u>20</u> trips x <u>70</u> miles x <u>\$0.445</u> per mile = <u>\$623.00</u>	
TO: Meeting Site	FROM: Parsons Brinckerhoff
Mileage: <u>10</u> trips x <u>10</u> miles x <u>\$0.445</u> per mile = <u>\$44.50</u>	
TO: Meeting Site	FROM: Parsons Brinckerhoff
Mileage: <u>10</u> trips x <u>40</u> miles x <u>\$0.445</u> per mile = <u>\$178.00</u>	

TOTAL TRAVEL EXPENSES: \$845.50

MONTHLY SHIPPING COSTS

Shipping & Telephone Costs: 8 months x \$50.00 = \$400.00

MISCELLANEOUS EXPENSES

Submittal Package Delivery	<u>10</u>	EA	x	<u>\$15.00</u>	=	<u>\$150.00</u>
					=	<u>\$0.00</u>
					=	<u>\$0.00</u>

TOTAL OUT-OF-POCKET EXPENSES: \$4,887.59

Note 1: Total number of plan sheets and reports required for phase reviews based on Phase 1=50% of total sheets, Phase 2=75%, Phase III, Phase IV, and Final Plans =100%.
 Plan submittals require 6 sets, Reports 3 sets, plus 2 sets of of plans and drainage for permitting

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528 Econ Bridge Widening
 County: Orange
 FPN: 528-131
 FAP No: N/A

Consultant Name: PB/Antillian Engineering Associates, Inc.
 Consultant No.: enter consultants proj. number
 Date: 7/28/2015
 Estimator: PGS

Staff Classification	Total Staff Hours From Summary Sheet	Chief Eng	Senior Eng	Project Eng	Eng Intern	Sr. Eng Tech	CADD	Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	\$0.00	\$135.63	\$133.38	\$0.00	\$0.00	\$83.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
19. Signaling & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
20. Signaling & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
30. Terrestrial Mobile LEIAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
32. Noise Barrier Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
35. Geotechnical	320	0	77	210	0	0	33	0	0	0	0	0	0	320	\$41,195.28	\$128.74
Total Staff Hours	320	\$0.00	\$10,443.51	\$28,009.80	\$0.00	\$0.00	\$2,741.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	320	\$41,195.28	\$128.74

Survey Field Days by Subconsultant
 4 - Person Crew

SALARY RELATED COSTS:

OVERHEAD:

PROFIT

FCOM (Facilities Capital Cost Money):

EXPENSES:

Survey (Field - if by Prime)

SUBTOTAL ESTIMATED FEE:

Subconsultant Sub 1

Subconsultant Sub 2

Subconsultant Sub 3

Subconsultant Sub 4

Subconsultant Sub 5

Subconsultant Sub 6

Subconsultant Sub 7

Subconsultant Sub 8

Subconsultant Sub 9

Subconsultant Sub 10

Subconsultant Sub 11

Subconsultant Sub 12

SUBTOTAL ESTIMATED FEE:

Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED FEE:

Optional Services

GRAND TOTAL ESTIMATED FEE:

Notes:

1. The sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

135.63405	133.37162	0	0	83.08553
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SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES
PROJECT: SR 528 Econlockhatchee Bridge Widening

FPID:
FEE SCHEDULE: 2015

PREPARED BY: PGS

DATE: 7/29/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.00.00	GEOTECHNICAL FIELD EXPLORATION				
01.01.00	Crew & Equipment Mobilization:				
01.01.01	Truck Rig Mobilization	EA	\$450.00	0	\$ -
01.01.02	Mudbug Mobilization	EA	\$500.00	2	\$ 1,000.00
01.01.03	Track Rig Mobilization	EA	\$3,000.00	0	\$ -
01.01.04	Barge (small) Mobilization	EA	\$8,500.00	0	\$ -
01.01.05	Barge (offshore) Mobilization	EA	N/A	0	\$ -
01.01.06	CPT Rig Mobilization	EA	\$500.00	0	\$ -
01.01.07	Support Boat Mobilization	EA	\$200.00	0	\$ -
01.01.08	Pavement Coring Equipment Mobilization	EA	\$250.00	0	\$ -
01.01.09	Soil Survey/Coring/GPR Crew Mobilization	EA	\$250.00	0	\$ -
01.01.10	Tri Pod Rig Mobilization	EA	\$2,500.00	0	\$ -
01.01.11	Low Clearance Rig Mobilization	EA	N/A	0	\$ -
01.01.12	Drill Rig Remobilization	EA	\$150.00	0	\$ -
01.02.00	Auger Borings (ASTM D-1452):				
01.02.01	Truck Auger Borings	LF	\$9.00	0	\$ -
01.02.02	Mudbug Auger Borings	LF	\$11.25	810	\$ 9,112.50
01.02.03	Track Auger Borings	LF	\$13.50	0	\$ -
01.03.00	Standard Penetration Test Borings (ASTM D-1586):				
01.03.01	SPT - Truck/MB:				
01.03.01A	SPT - Truck/MB: 0-50 FT	LF	\$12.00	180	\$ 2,160.00
01.03.01B	SPT - Truck/MB: 50-100 FT	LF	\$14.00	0	\$ -
01.03.01C	SPT - Truck/MB: 100-150 FT	LF	\$21.00	0	\$ -
01.03.01D	SPT - Truck/MB: 150-200 FT	LF	\$28.00	0	\$ -
01.03.01E	SPT - Truck/MB: 200-250 FT	LF	\$38.00	0	\$ -
01.03.01F	SPT - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.03.02	SPT - B/T/A:				
01.03.02A	SPT- B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.03.02B	SPT- B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.03.02C	SPT- B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.03.02D	SPT- B/T/A: 150-200 FT	LF	N/A	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 7/29/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.03.02E	SPT- B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.03.02F	SPT- B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.04.00	Cone Penetration Test Soundings (ASTM D-3441):				
01.04.01	CPT - Truck/MB:				
01.04.01A	CPT - Truck/MB: 0-50 FT	LF	\$11.50	0	\$ -
01.04.01B	CPT - Truck/MB: 50-100 FT	LF	\$11.50	0	\$ -
01.04.01C	CPT - Truck/MB: 100-150 FT	LF	\$12.50	0	\$ -
01.04.01D	CPT - Truck/MB: 150-200 FT	LF	N/A	0	\$ -
01.04.01E	CPT - Truck/MB: 200-250 FT	LF	N/A	0	\$ -
01.04.01F	CPT - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.04.02	CPT - B/T/A:				
01.04.02A	CPT - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.04.02B	CPT - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.04.02C	CPT - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.04.02D	CPT - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.04.02E	CPT - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.04.02F	CPT - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.05.00	Rock Coring - HW Barrel (ASTM D-2113):				
01.05.01	Rock Coring - Truck/MB:				
01.05.01A	Rock Coring - Truck/MB: 0-50 FT	LF	\$35.00	0	\$ -
01.05.01B	Rock Coring - Truck/MB: 50-100 FT	LF	\$38.00	0	\$ -
01.05.01C	Rock Coring - Truck/MB: 100-150 FT	LF	\$43.00	0	\$ -
01.05.01D	Rock Coring - Truck/MB: 150-200 FT	LF	\$48.00	0	\$ -
01.05.01E	Rock Coring - Truck/MB: 200-250 FT	LF	\$55.00	0	\$ -
01.05.01F	Rock Coring - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.05.02	Rock Coring - B/T/A:				
01.05.02A	Rock Coring - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.05.02B	Rock Coring - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.05.02C	Rock Coring - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.05.02D	Rock Coring - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.05.02E	Rock Coring - B/T/A: 200-250 FT	LF	N/A	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 7/29/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.05.02F	Rock Coring - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.06.00	Grout Seal Boreholes:				
01.06.01	Grout Boreholes - Truck/MB:				
01.06.01A	Grout - Truck/MB: 0-50 FT	LF	\$4.50	180	\$ 810.00
01.06.01B	Grout - Truck/MB: 50-100 FT	LF	\$5.00	0	\$ -
01.06.01C	Grout - Truck/MB: 100-150 FT	LF	\$5.50	0	\$ -
01.06.01D	Grout - Truck/MB: 150-200 FT	LF	\$6.00	0	\$ -
01.06.01E	Grout - Truck/MB: 200-250 FT	LF	\$6.50	0	\$ -
01.06.01F	Grout - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.06.02	Grout Boreholes - B/T/A:				
01.06.02A	Grout - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.06.02B	Grout - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.06.02C	Grout - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.06.02D	Grout - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.06.02E	Grout - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.06.02F	Grout - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.07.00	Temporary Casing:				
01.07.01	3" Temp. Casing - Truck/MB:				
01.07.01A	3" Casing - Truck/MB: 0-50 FT	LF	\$9.00	25	\$ 225.00
01.07.01B	3" Casing - Truck/MB: 50-100 FT	LF	\$10.00	0	\$ -
01.07.01C	3" Casing - Truck/MB: 100-150 FT	LF	\$12.00	0	\$ -
01.07.01D	3" Casing - Truck/MB: 150-200 FT	LF	\$14.00	0	\$ -
01.07.01E	3" Casing - Truck/MB: 200-250 FT	LF	\$16.00	0	\$ -
01.07.01F	3" Casing - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.07.02	3" Temp. Casing - B/T/A:				
01.07.02A	3" Casing - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.07.02B	3" Casing - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.07.02C	3" Casing - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.07.02D	3" Casing - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.07.02E	3" Casing - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.07.02F	3" Casing - B/T/A: 250-300 FT	LF	N/A	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 7/29/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.07.03	4" Temp. Casing - Truck/MB:				
01.07.03A	4" Casing - Truck/MB: 0-50 FT	LF	\$10.00	0	\$ -
01.07.03B	4" Casing - Truck/MB: 50-100 FT	LF	\$12.00	0	\$ -
01.07.03C	4" Casing - Truck/MB: 100-150 FT	LF	\$14.00	0	\$ -
01.07.03D	4" Casing - Truck/MB: 150-200 FT	LF	\$16.00	0	\$ -
01.07.03E	4" Casing - Truck/MB: 200-250 FT	LF	\$18.00	0	\$ -
01.07.03F	4" Casing - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.07.04	4" Temp. Casing - B/T/A:				
01.07.04A	4" Casing - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.07.04B	4" Casing - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.07.04C	4" Casing - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.07.04D	4" Casing - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.07.04E	4" Casing - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.07.04F	4" Casing - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.08.00	Extra SPT Samples:				
01.08.01	Extra SPT Samples - Truck/MB:				
01.08.01A	Extra SPT Samples - Truck/MB: 0-50 FT	EA	\$35.00	0	\$ -
01.08.01B	Extra SPT Samples - Truck/MB: 50-100 FT	EA	\$37.00	0	\$ -
01.08.01C	Extra SPT Samples - Truck/MB: 100-150 FT	EA	\$75.00	0	\$ -
01.08.01D	Extra SPT Samples - Truck/MB: 150-200 FT	EA	\$90.00	0	\$ -
01.08.01E	Extra SPT Samples - Truck/MB: 200-250 FT	EA	\$105.00	0	\$ -
01.08.01F	Extra SPT Samples - Truck/MB: 250-300 FT	EA	N/A	0	\$ -
01.08.02	Extra SPT Samples - B/T/A:				
01.08.02A	Extra SPT Samples - B/T/A: 0-50 FT	EA	N/A	0	\$ -
01.08.02B	Extra SPT Samples - B/T/A: 50-100 FT	EA	N/A	0	\$ -
01.08.02C	Extra SPT Samples - B/T/A: 100-150 FT	EA	N/A	0	\$ -
01.08.02D	Extra SPT Samples - B/T/A: 150-200 FT	EA	N/A	0	\$ -
01.08.02E	Extra SPT Samples - B/T/A: 200-250 FT	EA	N/A	0	\$ -
01.08.02F	Extra SPT Samples - B/T/A: 250-300 FT	EA	N/A	0	\$ -
01.09.00	Undisturbed Samples (ASTM D-1587):				
01.09.01	Undisturbed Samples - Truck/MB:				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 7/29/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.09.01A	Undisturbed Samples - Truck/MB: 0-50 FT	EA	\$120.00	0	\$ -
01.09.01B	Undisturbed Samples - Truck/MB: 50-100 FT	EA	\$140.00	0	\$ -
01.09.01C	Undisturbed Samples - Truck/MB: 100-150 FT	EA	\$240.00	0	\$ -
01.09.01D	Undisturbed Samples - Truck/MB: 150-200 FT	EA	\$300.00	0	\$ -
01.09.02	Undisturbed Samples - B/T/A:				
01.09.02A	Undisturbed Samples - B/T/A: 0-50 FT	EA	N/A	0	\$ -
01.09.02B	Undisturbed Samples - B/T/A: 50-100 FT	EA	N/A	0	\$ -
01.09.02C	Undisturbed Samples - B/T/A: 100-150 FT	EA	N/A	0	\$ -
01.09.02D	Undisturbed Samples - B/T/A: 150-200 FT	EA	N/A	0	\$ -
01.10.00	Drill Rig and Crew (Clearing/Difficult Access)				
01.10.01	Drill Rig and 2-Man Crew - Truck/MB	HR	\$200.00	8	\$ 1,600.00
01.10.02	Drill Rig and 2-Man Crew - B/T/A	HR	\$300.00	0	\$ -
01.10.03	Drill Rig and 3-Man Crew - Truck/MB	HR	\$250.00	4	\$ 1,000.00
01.10.04	Drill Rig and 3-Man Crew - B/T/A	HR	\$375.00	0	\$ -
01.11.00	Drill Mud Contain/Disposal				
01.11.01	Drill Mud Contain/Disposal - Truck/MB	EA	\$200.00	0	\$ -
01.11.02	Drill Mud Contain/Disposal - B/T/A	EA	\$400.00	0	\$ -
01.12.00	Hand Probing/Wash Borings				
01.12.01	Hand Probing/Wash Borings - 2 Person Crew	HR	\$125.00	8	\$ 1,000.00
01.12.02	Hand Probing/Wash Borings - 3 Person Crew	HR	\$175.00	0	\$ -
01.13.00	Field Permeability Test				
01.13.01	Field Permeability Test (0-10')	EA	\$300.00	0	\$ -
01.13.02	Field Permeability Test (10-25')	EA	\$400.00	0	\$ -
01.14.00	Temporary Piezometer				
01.14.01	Temporary Piezometer (0-50')	LF	\$25.00	0	\$ -
01.14.02	Temporary Piezometer Locking Assembly	EA	N/A	0	\$ -
01.15.00	Pavement Cores (Excluding MOT)				
01.16.00	Ground Surface D.R.I	EA	\$500.00	0	\$ -
01.17.00	Field Vane Shear Strength	EA	\$400.00	0	\$ -
01.18.00	Dilatometer Sounding	HR	\$240.00	0	\$ -
01.19.00	Ground Penetrating Radar Crew - 2 Person	HR	\$250.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 7/29/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.20.00	CPT Data Reduction	EA	N/A	0	\$ -
01.21.00	Maintenance of Traffic				
01.21.01	MOT - Barricades	DAY	\$50.00	0	\$ -
01.21.02	MOT - Flashing Arrowboard	DAY	\$125.00	0	\$ -
01.21.03	MOT - Law Enforcement Officer	DAY	\$400.00	0	\$ -
01.21.04	MOT - Crash Truck	DAY	\$1,500.00	0	\$ -
01.21.05	MOT - Support Vehicle	DAY	\$40.00	0	\$ -
01.21.06	MOT - Signs	DAY	\$40.00	8	\$ 320.00
01.21.07	MOT - Certified Traffic Control Specialist	HR	\$75.00	0	\$ -
01.22.00	Other Support Services				
01.22.01	Support Vehicle	DAY	\$50.00	0	\$ -
01.22.02	Support Boat	DAY	\$200.00	0	\$ -
01.22.03	Heavy Equipment	DAY	N/A	0	\$ -
01.22.04	GPS Unit	DAY	\$45.00	0	\$ -
02.00.00	GEOTECHNICAL LABORATORY TESTING SERVICES				
02.01.00	Grain Size Analysis:				
02.01.01	Full Gradation	EA	\$60.00	41	\$ 2,460.00
02.01.02	Single Sieve	EA	\$36.00	10	\$ 360.00
02.02.00	Hydrometer (FM 1-T 88)	EA	\$150.00	0	\$ -
02.03.00	Organic Content (FM 1-T 267)	EA	\$40.00	9	\$ 360.00
02.04.00	Atterberg Limits:				
02.04.01	Atterberg - Liquid Limit	EA	\$38.00	14	\$ 532.00
02.04.02	Atterberg - Plastic Limit	EA	\$38.00	14	\$ 532.00
02.05.00	Natural Moisture Content (FM 1-T 265)	EA	\$11.00	23	\$ 253.00
02.06.00	Unit Weight	EA	\$40.00	0	\$ -
02.07.00	Consolidation (FM 1-T 216)	EA	\$450.00	0	\$ -
02.08.00	Permeability (FM 1-T 215/5-513)	EA	\$250.00	0	\$ -
02.09.00	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	EA	\$145.00	9	\$ 1,305.00
02.11.00	Unconfined Compression:				
02.11.01	Unconfined Comp. - Soil	EA	\$225.00	0	\$ -
02.11.02	Unconfined Comp. - Rock	EA	\$150.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 7/29/2015

Item	Description	Unit	Unit Price	No of Units	Cost
02.12.00	Limerock Bearing Ratio (FM 5-515)	EA	\$330.00	0	\$ -
02.13.00	Specific Gravity (FM 1-T 100)	EA	\$55.00	0	\$ -
02.14.00	Bitumen Extraction (FM 1-T 164)	EA	\$90.00	0	\$ -
02.15.00	Aggregate Gradation (FM 1-T 30)	EA	\$60.00	0	\$ -
02.16.00	Direct Shear (ASTM D-3080)	EA	\$230.00	0	\$ -
02.17.00	Shrinkage Factor (FM 1-T 092)	EA	\$50.00	0	\$ -
02.18.00	Swell Potential (ASTM D-4546)	EA	\$50.00	0	\$ -
02.19.00	Proctor Compaction (FM 5-521/525)	EA	\$100.00	0	\$ -
02.20.00	Splitting Tensile (ASTM D-3967)	EA	\$150.00	0	\$ -
03.00.00	GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES				
03.01.00	Senior Engineer	HR	\$135.63	77	\$ 10,443.51
03.03.00	Project Engineer	HR	\$133.38	210	\$ 28,009.80
03.04.00	CADD/Computer Technician	HR	\$83.09	33	\$ 2,741.97
	GEOTECHNICAL MAN HOUR TOTAL	320	GEOTECHNICAL TOTAL		\$ 64,224.78
04.00.00	CONTAMINATION FIELD EXPLORATION				
CONTAMINATION MAN HOUR TOTAL		0	CONTAMINATION TOTAL		\$ -
AFP ADJUSTMENT					\$ -
PROPOSAL MAN HOUR TOTAL		320	PROPOSAL TOTAL		\$ 64,224.78



Geotechnical
and
Environmental
Consultants, Inc.

At the very foundation of our community

June 17, 2015

Revised June 23, 2015

Revised June 30, 2015

Revised July 27, 2015

Parsons Brinckerhoff
420 S. Orange Avenue
Suite 400
Orlando, Florida 32801

Attention: Mr. Greg Smith, P.E.

Subject: Proposal for Geotechnical Engineering and
Contamination Evaluation Services
SR 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT
Orange County, Florida
CFX Project No. 528-131
GEC Proposal No. 8323GE

Dear Mr. Smith:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. This proposal is based on our understanding of the project scope of services and our review of available existing geotechnical information along the project corridor. The purpose of this investigation will be to explore soil and groundwater conditions at the existing SR 528 Bridge over the Econlockhatchee River and provide geotechnical engineering recommendations for the design and construction of the proposed bridge replacement. This investigation also includes a limited contamination evaluation of the alignment and adjacent properties. Geotechnical services for roadway and miscellaneous structure improvements associated with the project are to be provided by Antillian Engineering.

This proposal presents our understanding of the project, GEC's recommended scope of services and a cost and schedule for providing those services. Please refer to Antillian's separate Proposal for Geotechnical Engineering Services for a summary of their scope of services and a cost for providing those services.

Site Description and Project Summary

The project alignment includes the existing SR 528 Bridge over the Econlockhatchee River in Orange County, Florida. The existing SR 528 is a 4-lane divided highway. We understand the bridge will be replaced and roadway improvements are proposed 1,100 feet on both sides of the bridge.

Proposed project elements associated with the SR 528 Bridge over the Econlockhatchee River include the following:

- ◆ Milling and resurfacing of the existing SR 408 roadway pavements from 1,100 feet east and west of the bridge.
- ◆ Replacing existing bridges with twin three-span bridges that are each 80 feet wide. Each span is proposed to be 90 feet.

Scope of Services

Our recommended scope of geotechnical services for the bridge replacement and contamination services for the CSER includes the following:

- ◆ Stake boring locations at the site.
- ◆ Clear utilities at the boring locations.
- ◆ Mobilize amphibious-mounted (swamp-monster) drilling equipment and personnel and associated support boat.
- ◆ Perform 6 Standard Penetration Test (SPT) borings for the SR 528 bridge replacement to an average depth of 150 feet each.
- ◆ Perform routine laboratory soil classification tests to aid in visual soil classification. This includes corrosion series testing of shallow soils and water.
- ◆ Submit a Geotechnical Memorandum for Preliminary Bridge Foundation Design to assist with cost estimates and a Geotechnical Data Report for Structures. The Geotechnical Memorandum for Preliminary Bridge Foundation Design will include a

preliminary evaluation of bridge foundation alternatives and preliminary recommendations for bridge foundation design.

- ◆ Submit a Final Report of Geotechnical Engineering Investigation for the Bridge Replacement as part of the 60%, 90% and 100% structural plans submittals.
- ◆ Perform a Limited Contamination Screening Evaluation of adjacent properties and conduct research and reconnaissance in accordance with the Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual.
- ◆ Obtain up to 70 samples from the existing bridges to evaluate if any asbestos containing materials are present.
- ◆ Issue a Limited Contamination Screening Evaluation Report (CSER) signed and sealed by a geologist licensed in Florida. The CSER will rank the contamination risk potential for each adjacent site as No, Low, Medium or High. Sites ranked with a Medium or High contamination risk potential may require Level 2 Contamination Impact Assessments to verify the presence of contaminated subsurface media and further evaluate the potential for impacts to the project.

Estimated Fee and Schedule

Our estimated fee to provide the described scope of services is a Total Upset Limit Fee of \$126,773.18. Attachment 1 presents a breakdown of our Upset Limit Fee and a summary of our fee is provided below:

Upset Limit Fee (See attached Cost Breakdown)

Geotechnical Engineering Services Fee	\$117,087.52
Contamination Services Fee	\$6,245.66
Asbestos Assessment Fee	<u>\$3,440.00</u>
Total Upset Limit Fee	\$126,773.18

GEC will provide all reports 2 weeks prior to the plans deliverable date indicated in the project schedule. If requested, advanced verbal recommendations can be provided after the field work is completed.

Limitations

This proposal is subject to the following limitations: 1) the site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary and 2) we assume no responsibility to damage to underground utilities and/or structures that are not located by the owner or through Sunshine State One-Call.

Closure

GEC appreciates the opportunity to work with you on this project. If you have any questions regarding this proposal, or if we can be of further assistance, please contact us.

Very truly yours,

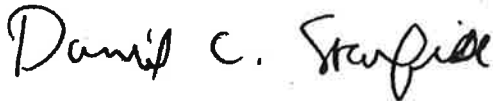
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.



Richard P. McCormick, P.G.
Senior Geologist



Craig G. Ballock, P.E.
Senior Geotechnical Engineer



Daniel C. Stanfill, P.E.
Senior Vice President

RPM/CGB/DCS/tdg

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:**

GEC15

PROJECT: SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:**

DCS

FPID: ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.00.00	GEOTECHNICAL FIELD EXPLORATION				
01.01.00	Crew & Equipment Mobilization:				
01.01.01	Truck Rig Mobilization	EA	\$500.00	0	\$ -
01.01.02	Mudbug Mobilization	EA	\$600.00	0	\$ -
01.01.03	Track Rig Mobilization	EA	\$4,000.00	0	\$ -
01.01.04	Barge (small) Mobilization	EA	\$10,000.00	1	\$ 10,000.00
01.01.05	Barge (offshore) Mobilization	EA	N/A	0	\$ -
01.01.06	CPT Rig Mobilization	EA	\$500.00	0	\$ -
01.01.07	Support Boat Mobilization	EA	\$250.00	1	\$ 250.00
01.01.08	Pavement Coring Equipment Mobilization	EA	\$250.00	0	\$ -
01.01.09	Soil Survey/Coring/GPR Crew Mobilization	EA	\$250.00	0	\$ -
01.01.10	Tri Pod Rig Mobilization	EA	N/A	0	\$ -
01.01.11	Low Clearance Rig Mobilization	EA	N/A	0	\$ -
01.01.12	Drill Rig Remobilization	EA	N/A	0	\$ -
01.02.00	Auger Borings (ASTM D-1452):				
01.02.01	Auger Borings - Hand/Truck	LF	\$11.50	0	\$ -
01.02.02	Auger Borings - Mudbug	LF	\$14.38	0	\$ -
01.02.03	Auger Borings - Track	LF	\$17.25	0	\$ -
01.03.00	Standard Penetration Test Borings (ASTM D-1586):				
01.03.01	SPT - Truck/MB:				
01.03.01A	SPT - Truck/MB: 0-50 FT	LF	\$15.00	0	\$ -
01.03.01B	SPT - Truck/MB: 50-100 FT	LF	\$19.00	0	\$ -
01.03.01C	SPT - Truck/MB: 100-150 FT	LF	\$25.00	0	\$ -
01.03.01D	SPT - Truck/MB: 150-200 FT	LF	\$32.00	0	\$ -
01.03.01E	SPT - Truck/MB: 200-250 FT	LF	\$42.00	0	\$ -
01.03.01F	SPT - Truck/MB: 250-300 FT	LF	\$54.00	0	\$ -
01.03.02	SPT - B/T/A:				
01.03.02A	SPT- B/T/A: 0-50 FT	LF	\$22.50	300	\$ 6,750.00
01.03.02B	SPT- B/T/A: 50-100 FT	LF	\$28.50	300	\$ 8,550.00
01.03.02C	SPT- B/T/A: 100-150 FT	LF	\$37.50	300	\$ 11,250.00
01.03.02D	SPT- B/T/A: 150-200 FT	LF	\$48.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.03.02E	SPT- B/T/A: 200-250 FT	LF	\$63.00	0	\$ -
01.03.02F	SPT- B/T/A: 250-300 FT	LF	\$81.00	0	\$ -
01.04.00	Cone Penetration Test Soundings (ASTM D-3441):				
01.04.01	CPT - Truck/MB:				
01.04.01A	CPT - Truck/MB: 0-50 FT	LF	\$14.00	0	\$ -
01.04.01B	CPT - Truck/MB: 50-100 FT	LF	\$14.00	0	\$ -
01.04.01C	CPT - Truck/MB: 100-150 FT	LF	\$15.00	0	\$ -
01.04.01D	CPT - Truck/MB: 150-200 FT	LF	\$15.00	0	\$ -
01.04.01E	CPT - Truck/MB: 200-250 FT	LF	\$17.00	0	\$ -
01.04.01F	CPT - Truck/MB: 250-300 FT	LF	\$19.00	0	\$ -
01.04.02	CPT - B/T/A:				
01.04.02A	CPT - B/T/A: 0-50 FT	LF	\$21.00	0	\$ -
01.04.02B	CPT - B/T/A: 50-100 FT	LF	\$21.00	0	\$ -
01.04.02C	CPT - B/T/A: 100-150 FT	LF	\$22.50	0	\$ -
01.04.02D	CPT - B/T/A: 150-200 FT	LF	\$22.50	0	\$ -
01.04.02E	CPT - B/T/A: 200-250 FT	LF	\$25.50	0	\$ -
01.04.02F	CPT - B/T/A: 250-300 FT	LF	\$28.50	0	\$ -
01.05.00	Rock Coring - HW Barrel (ASTM D-2113):				
01.05.01	Rock Coring - Truck/MB:				
01.05.01A	Rock Coring - Truck/MB: 0-50 FT	LF	\$38.00	0	\$ -
01.05.01B	Rock Coring - Truck/MB: 50-100 FT	LF	\$42.00	0	\$ -
01.05.01C	Rock Coring - Truck/MB: 100-150 FT	LF	\$46.00	0	\$ -
01.05.01D	Rock Coring - Truck/MB: 150-200 FT	LF	\$52.00	0	\$ -
01.05.01E	Rock Coring - Truck/MB: 200-250 FT	LF	\$58.00	0	\$ -
01.05.01F	Rock Coring - Truck/MB: 250-300 FT	LF	\$65.00	0	\$ -
01.05.02	Rock Coring - B/T/A:				
01.05.02A	Rock Coring - B/T/A: 0-50 FT	LF	\$57.00	0	\$ -
01.05.02B	Rock Coring - B/T/A: 50-100 FT	LF	\$63.00	0	\$ -
01.05.02C	Rock Coring - B/T/A: 100-150 FT	LF	\$69.00	0	\$ -
01.05.02D	Rock Coring - B/T/A: 150-200 FT	LF	\$78.00	0	\$ -
01.05.02E	Rock Coring - B/T/A: 200-250 FT	LF	\$87.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.05.02F	Rock Coring - B/T/A: 250-300 FT	LF	\$97.50	0	\$ -
01.06.00	Grout Seal Boreholes:				
01.06.01	Grout Boreholes - Truck/MB:				
01.06.01A	Grout - Truck/MB: 0-50 FT	LF	\$5.00	0	\$ -
01.06.01B	Grout - Truck/MB: 50-100 FT	LF	\$6.00	0	\$ -
01.06.01C	Grout - Truck/MB: 100-150 FT	LF	\$8.00	0	\$ -
01.06.01D	Grout - Truck/MB: 150-200 FT	LF	\$10.00	0	\$ -
01.06.01E	Grout - Truck/MB: 200-250 FT	LF	\$12.00	0	\$ -
01.06.01F	Grout - Truck/MB: 250-300 FT	LF	\$14.00	0	\$ -
01.06.02	Grout Boreholes - B/T/A:				
01.06.02A	Grout - B/T/A: 0-50 FT	LF	\$7.50	300	\$ 2,250.00
01.06.02B	Grout - B/T/A: 50-100 FT	LF	\$9.00	300	\$ 2,700.00
01.06.02C	Grout - B/T/A: 100-150 FT	LF	\$12.00	300	\$ 3,600.00
01.06.02D	Grout - B/T/A: 150-200 FT	LF	\$15.00	0	\$ -
01.06.02E	Grout - B/T/A: 200-250 FT	LF	\$18.00	0	\$ -
01.06.02F	Grout - B/T/A: 250-300 FT	LF	\$21.00	0	\$ -
01.07.00	Temporary Casing:				
01.07.01	3" Temp. Casing - Truck/MB:				
01.07.01A	3" Casing - Truck/MB: 0-50 FT	LF	\$10.00	0	\$ -
01.07.01B	3" Casing - Truck/MB: 50-100 FT	LF	\$11.00	0	\$ -
01.07.01C	3" Casing - Truck/MB: 100-150 FT	LF	\$13.00	0	\$ -
01.07.01D	3" Casing - Truck/MB: 150-200 FT	LF	\$15.00	0	\$ -
01.07.01E	3" Casing - Truck/MB: 200-250 FT	LF	\$17.00	0	\$ -
01.07.01F	3" Casing - Truck/MB: 250-300 FT	LF	\$20.00	0	\$ -
01.07.02	3" Temp. Casing - B/T/A:				
01.07.02A	3" Casing - B/T/A: 0-50 FT	LF	\$15.00	300	\$ 4,500.00
01.07.02B	3" Casing - B/T/A: 50-100 FT	LF	\$16.50	0	\$ -
01.07.02C	3" Casing - B/T/A: 100-150 FT	LF	\$19.50	0	\$ -
01.07.02D	3" Casing - B/T/A: 150-200 FT	LF	\$22.50	0	\$ -
01.07.02E	3" Casing - B/T/A: 200-250 FT	LF	\$25.50	0	\$ -
01.07.02F	3" Casing - B/T/A: 250-300 FT	LF	\$30.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.07.03	4" Temp. Casing - Truck/MB:				
01.07.03A	4" Casing - Truck/MB: 0-50 FT	LF	\$11.00	0	\$ -
01.07.03B	4" Casing - Truck/MB: 50-100 FT	LF	\$13.00	0	\$ -
01.07.03C	4" Casing - Truck/MB: 100-150 FT	LF	\$15.00	0	\$ -
01.07.03D	4" Casing - Truck/MB: 150-200 FT	LF	\$17.00	0	\$ -
01.07.03E	4" Casing - Truck/MB: 200-250 FT	LF	\$23.00	0	\$ -
01.07.03F	4" Casing - Truck/MB: 250-300 FT	LF	\$30.00	0	\$ -
01.07.04	4" Temp. Casing - B/T/A:				
01.07.04A	4" Casing - B/T/A: 0-50 FT	LF	\$16.50	0	\$ -
01.07.04B	4" Casing - B/T/A: 50-100 FT	LF	\$19.50	0	\$ -
01.07.04C	4" Casing - B/T/A: 100-150 FT	LF	\$22.50	0	\$ -
01.07.04D	4" Casing - B/T/A: 150-200 FT	LF	\$25.50	0	\$ -
01.07.04E	4" Casing - B/T/A: 200-250 FT	LF	\$34.50	0	\$ -
01.07.04F	4" Casing - B/T/A: 250-300 FT	LF	\$45.00	0	\$ -
01.08.00	Extra SPT Samples:				
01.08.01	Extra SPT Samples - Truck/MB:				
01.08.01A	Extra SPT Samples - Truck/MB: 0-50 FT	EA	\$40.00	0	\$ -
01.08.01B	Extra SPT Samples - Truck/MB: 50-100 FT	EA	\$55.00	0	\$ -
01.08.01C	Extra SPT Samples - Truck/MB: 100-150 FT	EA	\$80.00	0	\$ -
01.08.01D	Extra SPT Samples - Truck/MB: 150-200 FT	EA	\$100.00	0	\$ -
01.08.01E	Extra SPT Samples - Truck/MB: 200-250 FT	EA	\$120.00	0	\$ -
01.08.01F	Extra SPT Samples - Truck/MB: 250-300 FT	EA	\$150.00	0	\$ -
01.08.02	Extra SPT Samples - B/T/A:				
01.08.02A	Extra SPT Samples - B/T/A: 0-50 FT	EA	\$60.00	0	\$ -
01.08.02B	Extra SPT Samples - B/T/A: 50-100 FT	EA	\$82.50	0	\$ -
01.08.02C	Extra SPT Samples - B/T/A: 100-150 FT	EA	\$120.00	0	\$ -
01.08.02D	Extra SPT Samples - B/T/A: 150-200 FT	EA	\$150.00	0	\$ -
01.08.02E	Extra SPT Samples - B/T/A: 200-250 FT	EA	\$180.00	0	\$ -
01.08.02F	Extra SPT Samples - B/T/A: 250-300 FT	EA	\$225.00	0	\$ -
01.09.00	Undisturbed Samples (ASTM D-1587):				
01.09.01	Undisturbed Samples - Truck/MB:				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.09.01A	Undisturbed Samples - Truck/MB: 0-50 FT	EA	\$160.00	0	\$ -
01.09.01B	Undisturbed Samples - Truck/MB: 50-100 FT	EA	\$200.00	0	\$ -
01.09.01C	Undisturbed Samples - Truck/MB: 100-150 FT	EA	\$260.00	0	\$ -
01.09.01D	Undisturbed Samples - Truck/MB: 150-200 FT	EA	\$320.00	0	\$ -
01.09.02	Undisturbed Samples - B/T/A:				
01.09.02A	Undisturbed Samples - B/T/A: 0-50 FT	EA	\$240.00	4	\$ 960.00
01.09.02B	Undisturbed Samples - B/T/A: 50-100 FT	EA	\$300.00	0	\$ -
01.09.02C	Undisturbed Samples - B/T/A: 100-150 FT	EA	\$390.00	0	\$ -
01.09.02D	Undisturbed Samples - B/T/A: 150-200 FT	EA	\$480.00	0	\$ -
01.10.00	Drill Rig and Crew (Clearing/Difficult Access)				
01.10.01	Drill Rig and 2-Man Crew - Truck/MB	HR	\$220.00	0	\$ -
01.10.02	Drill Rig and 2-Man Crew - B/T/A	HR	N/A	0	\$ -
01.10.03	Drill Rig and 3-Man Crew - Truck/MB	HR	\$300.00	0	\$ -
01.10.04	Drill Rig and 3-Man Crew - B/T/A	HR	\$450.00	16	\$ 7,200.00
01.11.00	Drill Mud Contain/Disposal				
01.11.01	Drill Mud Contain/Disposal - Truck/MB	EA	N/A	0	\$ -
01.11.02	Drill Mud Contain/Disposal - B/T/A	EA	N/A	0	\$ -
01.12.00	Soil Survey/Coring Crew				
01.12.01	Soil Survey/Coring Crew - 2 Person	HR	\$150.00	0	\$ -
01.12.02	Soil Survey/Coring Crew - 3 Person	HR	\$210.00	0	\$ -
01.13.00	Field Permeability Test				
01.13.01	Field Permeability Test (0-10')	EA	\$350.00	0	\$ -
01.13.02	Field Permeability Test (10-25')	EA	\$400.00	0	\$ -
01.14.00	Temporary Piezometer				
01.14.01	Temporary Piezometer (0-50')	LF	\$25.00	0	\$ -
01.14.02	Temporary Piezometer Locking Assembly	EA	N/A	0	\$ -
01.15.00	Pavement Cores (Night Including MOT)				
01.16.00	Ground Surface D.R.I	EA	\$600.00	0	\$ -
01.17.00	Field Vane Shear Strength	EA	\$400.00	0	\$ -
01.18.00	Dilatometer Sounding	HR	N/A	0	\$ -
01.19.00	Ground Penetrating Radar Crew - 2 Person	HR	\$250.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**FPID:** ---**FEE SCHEDULE:** GEC15**PREPARED BY:** DCS**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
01.20.00	CPT Data Reduction	EA	N/A	0	\$ -
01.21.00	Maintenance of Traffic				
01.21.01	MOT - Barricades	DAY	N/A	0	\$ -
01.21.02	MOT - Flashing Arrowboard	DAY	N/A	0	\$ -
01.21.03	MOT - Law Enforcement Officer	DAY	N/A	0	\$ -
01.21.04	MOT - Crash Truck	DAY	N/A	0	\$ -
01.21.05	MOT - Support Vehicle	DAY	N/A	0	\$ -
01.21.06	MOT - Signs	DAY	N/A	0	\$ -
01.21.07	MOT - Certified Traffic Control Specialist	HR	N/A	0	\$ -
01.22.00	Other Support Services				
01.22.01	Support Vehicle	DAY	\$60.00	0	\$ -
01.22.02	Support Boat	DAY	\$200.00	8	\$ 1,600.00
01.22.03	Heavy Equipment	DAY	N/A	0	\$ -
01.22.04	GPS Unit	DAY	\$75.00	1	\$ 75.00
02.00.00	GEOTECHNICAL LABORATORY TESTING SERVICES				
02.01.00	Grain Size Analysis:				
02.01.01	Full Grain Size Analysis	EA	\$60.00	6	\$ 360.00
02.01.02	Percent Fines	EA	\$40.00	36	\$ 1,440.00
02.02.00	Hydrometer Analysis	EA	\$120.00	0	\$ -
02.03.00	Organic Content	EA	\$50.00	18	\$ 900.00
02.04.00	Atterberg Limits:				
02.04.01	Atterberg - Liquid Limit	EA	\$47.50	18	\$ 855.00
02.04.02	Atterberg - Plastic Limit	EA	\$47.50	18	\$ 855.00
02.05.00	Natural Moisture Content	EA	\$15.00	36	\$ 540.00
02.06.00	Unit Weight	EA	\$50.00	3	\$ 150.00
02.07.00	Consolidation with Rebound	EA	\$600.00	3	\$ 1,800.00
02.08.00	Permeability	EA	\$300.00	0	\$ -
02.09.00	Corrosion Series	EA	\$160.00	4	\$ 640.00
02.10.00	Triaxial Compression:				
02.10.01	Triaxial - Unconsolidated/Undrained	EA	\$500.00	0	\$ -
02.10.02	Triaxial - Consolidated/Undrained	EA	\$550.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
02.10.03	Triaxial - Consolidated/Drained	EA	\$650.00	0	\$ -
02.11.00	Unconfined Compression:				
02.11.01	Unconfined Comp. - Soil	EA	\$225.00	0	\$ -
02.11.02	Unconfined Comp. - Rock	EA	\$150.00	0	\$ -
02.12.00	Limerock Bearing Ratio	EA	\$350.00	0	\$ -
02.13.00	Specific Gravity	EA	\$75.00	3	\$ 225.00
02.14.00	Bitumen Extraction	EA	\$100.00	0	\$ -
02.15.00	Aggregate Gradation	EA	\$60.00	0	\$ -
02.16.00	Direct Shear	EA	\$280.00	0	\$ -
02.17.00	Shrinkage Factor	EA	\$70.00	0	\$ -
02.18.00	Swell Potential	EA	\$100.00	0	\$ -
02.19.00	Proctor Compaction	EA	N/A	0	\$ -
02.20.00	Splitting Tensile - Rock	EA	\$175.00	0	\$ -
03.00.00	GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES				
03.01.00	Chief Engineer	HR	\$233.68	12	\$ 2,804.16
03.02.00	Senior Engineer	HR	\$204.48	40	\$ 8,179.20
03.03.00	Project Engineer	HR	\$155.22	196	\$ 30,423.12
03.04.00	Engineering Intern	HR	\$87.83	0	\$ -
03.05.00	CADD/GIS Technician	HR	\$111.79	24	\$ 2,682.96
03.06.00	Secretary/Clerical	HR	\$89.33	16	\$ 1,429.28
03.07.00	Senior Engineering Technician	HR	\$102.97	40	\$ 4,118.80
03.08.00	Engineering Technician	HR	\$64.23	0	\$ -
03.09.00	---	HR	N/A	0	\$ -
03.10.00	---	HR	N/A	0	\$ -
03.11.00	---	HR	N/A	0	\$ -
	GEOTECHNICAL MAN HOUR TOTAL	328	GEOTECHNICAL TOTAL		\$ 117,087.52
04.00.00	CONTAMINATION FIELD EXPLORATION				
04.01.00	Crew & Equipment Mobilization:				
04.01.01	Direct Push Rig Mobilization	EA	\$500.00	0	\$ -
04.01.02	Direct Push Rig	DAY	\$1,500.00	0	\$ -
04.01.03	Direct Push Well Materials	LF	\$25.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
04.01.04	Organic Vapor Analyzer	DAY	\$160.00	0	\$ -
04.01.05	Multi-Parameter Water Quality	DAY	\$125.00	0	\$ -
04.01.06	Support Vehicle - Truck	DAY	\$60.00	0	\$ -
04.01.07	Support Vehicle - Boat	DAY	\$200.00	0	\$ -
04.01.08	GPS Unit	DAY	\$75.00	0	\$ -
04.01.09	Ground Penetrating Radar Crew - 2 Person	HR	\$250.00	0	\$ -
04.01.10	Heavy Equipment Mobilization	DAY	N/A	0	\$ -
04.01.11	Rig Remobilization	EA	N/A	0	\$ -
04.02.00	Drill Rig and Crew (Clearing/Difficult Access)				
04.02.01	Drill Rig and Crew - Truck	HR	\$220.00	0	\$ -
04.03.00	Monitoring Well				
04.03.01	Monitoring Well (0-50')	LF	\$35.00	0	\$ -
04.03.02	Monitoring Well (50-100')	LF	\$45.00	0	\$ -
04.03.03	Well Completion (flush mount)	EA	\$250.00	0	\$ -
04.03.04	Well Completion (aboveground)	EA	\$350.00	0	\$ -
04.04.00	100 FT Water Level Meter	DAY	\$40.00	0	\$ -
04.05.00	Lamotte Turbidity Meter	DAY	\$50.00	0	\$ -
04.06.00	Dissolved Oxygen Meter	DAY	\$50.00	0	\$ -
04.07.00	pH Meter w/ Calibration Kit	DAY	\$50.00	0	\$ -
04.08.00	Miscellaneous Supplies	DAY	\$50.00	0	\$ -
04.09.00	Maintenance of Traffic				
04.09.01	MOT - Barricades	DAY	N/A	0	\$ -
04.09.02	MOT - Flashing Arrowboard	DAY	N/A	0	\$ -
04.09.03	MOT - Law Enforcement Officer	DAY	N/A	0	\$ -
04.09.04	MOT - Crash Truck	DAY	N/A	0	\$ -
04.09.05	MOT - Support Vehicle	DAY	N/A	0	\$ -
04.09.06	MOT - Signs	DAY	N/A	0	\$ -
04.09.07	MOT - Certified Traffic Control Specialist	HR	N/A	0	\$ -
05.00.00	CONTAMINATION LABORATORY TESTING SERVICES				
05.01.00	RCRA Metals				
05.01.01	RCRA Metals - Soil	EA	\$125.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
05.01.02	RCRA Metals - Water	EA	\$125.00	0	\$ -
05.02.00	Herbicide/Pesticide (EPA Method 8081, 8141, 8151)				
05.02.01	Herbicide/Pesticide - Soil	EA	\$450.00	0	\$ -
05.02.02	Herbicide/Pesticide - Water	EA	\$450.00	0	\$ -
05.03.00	Table B: Gasoline/Kerosene				
05.03.01	Table B: Gasoline/Kerosene - Soil	EA	\$350.00	0	\$ -
05.03.02	Table B: Gasoline/Kerosene - Water	EA	\$400.00	0	\$ -
05.04.00	Table C: Used Oil/Unknown				
05.04.01	Table C: Used Oil/Unknown - Soil	EA	\$755.00	0	\$ -
05.04.02	Table C: Used Oil/Unknown - Water	EA	\$815.00	0	\$ -
05.05.00	EPA 8260 Full				
05.05.01	EPA 8260 Full - Soil	EA	N/A	0	\$ -
05.05.02	EPA 8260 Full - Water	EA	N/A	0	\$ -
06.00.00	CONTAMINATION MAP AND DATABASE SEARCHES				
06.01.00	Contamination Database Report	EA	N/A	1	\$ 250.00
06.02.00	Fire Insurance Map Coverage Database	EA	N/A	0	\$ -
06.03.00	Fire Insurance Map Search Abstract with Documen.	EA	N/A	0	\$ -
06.04.00	Area Search - 50\$/Sq. Mile after initial Sq. Mile	EA	N/A	0	\$ -
06.05.00	Linear/Corridor Search - 50\$/Sq. Mile after initial 3 Miles	EA	N/A	0	\$ -
06.06.00	Historic Topographic Maps (all available)	EA	N/A	0	\$ -
07.00.00	CONTAMINATION ENGINEERING AND TECHNICAL SERVICES				
07.01.00	Chief Engineer	HR	\$233.68	4	\$ 934.72
07.02.00	Senior Engineer	HR	\$204.48	0	\$ -
07.03.00	Senior Scientist	HR	\$125.19	34	\$ 4,256.46
07.04.00	Scientist	HR	\$69.99	0	\$ -
07.05.00	CADD/GIS Technician	HR	\$111.79	4	\$ 447.16
07.06.00	Secretary/Clerical	HR	\$89.33	4	\$ 357.32
07.07.00	Senior Engineering Technician	HR	\$102.97	0	\$ -
07.08.00	Engineering Technician	HR	\$64.23	0	\$ -
CONTAMINATION MAN HOUR TOTAL		46	CONTAMINATION TOTAL		\$ 6,245.66
AFP ADJUSTMENT					\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** GEC15**PROJECT:** SR 528 Econlockhatchee River Bridge Replacement**PREPARED BY:** DCS**FPID:** ---**DATE:** 6/9/2015

Item	Description	Unit	Unit Price	No of Units	Cost
PROPOSAL MAN HOUR TOTAL		374		PROPOSAL TOTAL	\$ 123,333.18

COMPUTATION OF GEOTECHNICAL COSTS

Subject: Bridge Replacement

Project: SR 528 Econlockhatchee River Bridge Replacement

FPN: ---

Prepared By: DCS

Date: 6/9/2015

		Unit	Unit Price	No. Units	Cost	Notes
01.00.00	GEOTECHNICAL FIELD EXPLORATION					
01.01.00	Crew & Equipment Mobilization:					
01.01.01	Truck Rig Mobilization	EA	\$500.00	0	\$0.00	
01.01.02	Mudbug Mobilization	EA	\$600.00	0	\$0.00	
01.01.03	Track Rig Mobilization	EA	\$4,000.00	0	\$0.00	
01.01.04	Barge (small) Mobilization	EA	\$10,000.00	1	\$10,000.00	
01.01.05	Barge (offshore) Mobilization	EA	N/A	0	\$0.00	
01.01.06	CPT Rig Mobilization	EA	\$500.00	0	\$0.00	
01.01.07	Support Boat Mobilization	EA	\$250.00	1	\$250.00	
01.01.08	Pavement Coring Equipment Mobilization	EA	\$250.00	0	\$0.00	
01.01.09	Soil Survey/Coring/GPR Crew Mobilization	EA	\$250.00	0	\$0.00	
01.01.10	Tri Pod Rig Mobilization	EA	N/A	0	\$0.00	
01.01.11	Low Clearance Rig Mobilization	EA	N/A	0	\$0.00	
01.01.12	Drill Rig Remobilization	EA	N/A	0	\$0.00	
01.02.00	Auger Borings (ASTM D-1452):					
01.02.01	Auger Borings - Hand/Truck	LF	\$11.50	0	\$0.00	
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
02.02	Auger Borings - Mudbug	LF	\$14.38	0	\$0.00	
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.02.03	Auger Borings - Track	LF	\$17.25	0	\$0.00	
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.03.00	Standard Penetration Test Borings (ASTM D-1586):					
01.03.01	SPT - Truck/MB:					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
	0 Borings to 0 ft					
01.03.01A	SPT - Truck/MB: 0-50 FT	LF	\$15.00	0	\$0.00	
01.03.01B	SPT - Truck/MB: 50-100 FT	LF	\$19.00	0	\$0.00	
01.03.01C	SPT - Truck/MB: 100-150 FT	LF	\$25.00	0	\$0.00	
01.03.01D	SPT - Truck/MB: 150-200 FT	LF	\$32.00	0	\$0.00	
01.03.01E	SPT - Truck/MB: 200-250 FT	LF	\$42.00	0	\$0.00	
01.03.01F	SPT - Truck/MB: 250-300 FT	LF	\$54.00	0	\$0.00	
01.03.02	SPT - B/T/A:					

	6	Borings to	150	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
01.03.02A		SPT- B/T/A: 0-50 FT	LF	\$22.50	300	\$6,750.00		
01.03.02B		SPT- B/T/A: 50-100 FT	LF	\$28.50	300	\$8,550.00		
01.03.02C		SPT- B/T/A: 100-150 FT	LF	\$37.50	300	\$11,250.00		
01.03.02D		SPT- B/T/A: 150-200 FT	LF	\$48.00	0	\$0.00		
01.03.02E		SPT- B/T/A: 200-250 FT	LF	\$63.00	0	\$0.00		
01.03.02F		SPT- B/T/A: 250-300 FT	LF	\$81.00	0	\$0.00		
01.04.00		Cone Penetration Test Soundings (ASTM D-3441):						
01.04.01		CPT - Truck/MB:						
	0	Borings to	0	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
01.04.01A		CPT - Truck/MB: 0-50 FT	LF	\$14.00	0	\$0.00		
01.04.01B		CPT - Truck/MB: 50-100 FT	LF	\$14.00	0	\$0.00		
01.04.01C		CPT - Truck/MB: 100-150 FT	LF	\$15.00	0	\$0.00		
01.04.01D		CPT - Truck/MB: 150-200 FT	LF	\$15.00	0	\$0.00		
01.04.01E		CPT - Truck/MB: 200-250 FT	LF	\$17.00	0	\$0.00		
01.04.01F		CPT - Truck/MB: 250-300 FT	LF	\$19.00	0	\$0.00		
01.04.02		CPT - B/T/A:						
	0	Borings to	0	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
	0	Borings to	0	ft				
01.04.02A		CPT - B/T/A: 0-50 FT	LF	\$21.00	0	\$0.00		
01.04.02B		CPT - B/T/A: 50-100 FT	LF	\$21.00	0	\$0.00		
01.04.02C		CPT - B/T/A: 100-150 FT	LF	\$22.50	0	\$0.00		
01.04.02D		CPT - B/T/A: 150-200 FT	LF	\$22.50	0	\$0.00		
01.04.02E		CPT - B/T/A: 200-250 FT	LF	\$25.50	0	\$0.00		
01.04.02F		CPT - B/T/A: 250-300 FT	LF	\$28.50	0	\$0.00		
01.05.00		Rock Coring - HW Barrel (ASTM D-2113):						
01.05.01		Rock Coring - Truck/MB:						
	0	Borings from	0	ft	to	0	ft	
	0	Borings from	0	ft	to	0	ft	
	0	Borings from	0	ft	to	0	ft	
	0	Borings from	0	ft	to	0	ft	
01.05.01A		Rock Coring - Truck/MB: 0-50 FT	LF	\$38.00	0	\$0.00		
01.05.01B		Rock Coring - Truck/MB: 50-100 FT	LF	\$42.00	0	\$0.00		
01.05.01C		Rock Coring - Truck/MB: 100-150 FT	LF	\$46.00	0	\$0.00		
01.05.01D		Rock Coring - Truck/MB: 150-200 FT	LF	\$52.00	0	\$0.00		
01.05.01E		Rock Coring - Truck/MB: 200-250 FT	LF	\$58.00	0	\$0.00		
01.05.01F		Rock Coring - Truck/MB: 250-300 FT	LF	\$65.00	0	\$0.00		
01.05.02		Rock Coring - B/T/A:						
	0	Borings from	0	ft	to	0	ft	
	0	Borings from	0	ft	to	0	ft	
	0	Borings from	0	ft	to	0	ft	
	0	Borings from	0	ft	to	0	ft	
01.05.02A		Rock Coring - B/T/A: 0-50 FT	LF	\$57.00	0	\$0.00		
01.05.02B		Rock Coring - B/T/A: 50-100 FT	LF	\$63.00	0	\$0.00		
01.05.02C		Rock Coring - B/T/A: 100-150 FT	LF	\$69.00	0	\$0.00		
01.05.02D		Rock Coring - B/T/A: 150-200 FT	LF	\$78.00	0	\$0.00		

01.05.02E	Rock Coring - B/T/A: 200-250 FT	LF	\$87.00	0	\$0.00
01.05.02F	Rock Coring - B/T/A: 250-300 FT	LF	\$97.50	0	\$0.00
01.06.00	Grout Seal Boreholes:				
01.06.01	Grout Boreholes - Truck/MB:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.06.01A	Grout - Truck/MB: 0-50 FT	LF	\$5.00	0	\$0.00
01.06.01B	Grout - Truck/MB: 50-100 FT	LF	\$6.00	0	\$0.00
01.06.01C	Grout - Truck/MB: 100-150 FT	LF	\$8.00	0	\$0.00
01.06.01D	Grout - Truck/MB: 150-200 FT	LF	\$10.00	0	\$0.00
01.06.01E	Grout - Truck/MB: 200-250 FT	LF	\$12.00	0	\$0.00
01.06.01F	Grout - Truck/MB: 250-300 FT	LF	\$14.00	0	\$0.00
01.06.02	Grout Boreholes - B/T/A:				
	6 Borings to 150 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.06.02A	Grout - B/T/A: 0-50 FT	LF	\$7.50	300	\$2,250.00
01.06.02B	Grout - B/T/A: 50-100 FT	LF	\$9.00	300	\$2,700.00
01.06.02C	Grout - B/T/A: 100-150 FT	LF	\$12.00	300	\$3,600.00
01.06.02D	Grout - B/T/A: 150-200 FT	LF	\$15.00	0	\$0.00
01.06.02E	Grout - B/T/A: 200-250 FT	LF	\$18.00	0	\$0.00
01.06.02F	Grout - B/T/A: 250-300 FT	LF	\$21.00	0	\$0.00
01.07.00	Temporary Casing:				
01.07.01	3" Temp. Casing - Truck/MB:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.07.01A	3" Casing - Truck/MB: 0-50 FT	LF	\$10.00	0	\$0.00
01.07.01B	3" Casing - Truck/MB: 50-100 FT	LF	\$11.00	0	\$0.00
01.07.01C	3" Casing - Truck/MB: 100-150 FT	LF	\$13.00	0	\$0.00
01.07.01D	3" Casing - Truck/MB: 150-200 FT	LF	\$15.00	0	\$0.00
01.07.01E	3" Casing - Truck/MB: 200-250 FT	LF	\$17.00	0	\$0.00
01.07.01F	3" Casing - Truck/MB: 250-300 FT	LF	\$20.00	0	\$0.00
01.07.02	3" Temp. Casing - B/T/A:				
	6 Borings to 50 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.07.02A	3" Casing - B/T/A: 0-50 FT	LF	\$15.00	300	\$4,500.00
01.07.02B	3" Casing - B/T/A: 50-100 FT	LF	\$16.50	0	\$0.00
01.07.02C	3" Casing - B/T/A: 100-150 FT	LF	\$19.50	0	\$0.00
01.07.02D	3" Casing - B/T/A: 150-200 FT	LF	\$22.50	0	\$0.00
01.07.02E	3" Casing - B/T/A: 200-250 FT	LF	\$25.50	0	\$0.00
01.07.02F	3" Casing - B/T/A: 250-300 FT	LF	\$30.00	0	\$0.00

01.07.03	4" Temp. Casing - Truck/MB:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.07.03A	4" Casing - Truck/MB: 0-50 FT	LF	\$11.00	0	\$0.00
01.07.03B	4" Casing - Truck/MB: 50-100 FT	LF	\$13.00	0	\$0.00
01.07.03C	4" Casing - Truck/MB: 100-150 FT	LF	\$15.00	0	\$0.00
01.07.03D	4" Casing - Truck/MB: 150-200 FT	LF	\$17.00	0	\$0.00
01.07.03E	4" Casing - Truck/MB: 200-250 FT	LF	\$23.00	0	\$0.00
01.07.03F	4" Casing - Truck/MB: 250-300 FT	LF	\$30.00	0	\$0.00
01.07.04	4" Temp. Casing - B/T/A:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.07.04A	4" Casing - B/T/A: 0-50 FT	LF	\$16.50	0	\$0.00
01.07.04B	4" Casing - B/T/A: 50-100 FT	LF	\$19.50	0	\$0.00
01.07.04C	4" Casing - B/T/A: 100-150 FT	LF	\$22.50	0	\$0.00
01.07.04D	4" Casing - B/T/A: 150-200 FT	LF	\$25.50	0	\$0.00
01.07.04E	4" Casing - B/T/A: 200-250 FT	LF	\$34.50	0	\$0.00
01.07.04F	4" Casing - B/T/A: 250-300 FT	LF	\$45.00	0	\$0.00
01.08.00	Extra SPT Samples:				
08.01	Extra SPT Samples - Truck/MB:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.08.01A	Extra SPT Samples - Truck/MB: 0-50 FT	EA	\$40.00	0	\$0.00
01.08.01B	Extra SPT Samples - Truck/MB: 50-100 FT	EA	\$55.00	0	\$0.00
01.08.01C	Extra SPT Samples - Truck/MB: 100-150 FT	EA	\$80.00	0	\$0.00
01.08.01D	Extra SPT Samples - Truck/MB: 150-200 FT	EA	\$100.00	0	\$0.00
01.08.01E	Extra SPT Samples - Truck/MB: 200-250 FT	EA	\$120.00	0	\$0.00
01.08.01F	Extra SPT Samples - Truck/MB: 250-300 FT	EA	\$150.00	0	\$0.00
01.08.02	Extra SPT Samples - B/T/A:				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
	0 Borings to 0 ft				
01.08.02A	Extra SPT Samples - B/T/A: 0-50 FT	EA	\$60.00	0	\$0.00
01.08.02B	Extra SPT Samples - B/T/A: 50-100 FT	EA	\$82.50	0	\$0.00
01.08.02C	Extra SPT Samples - B/T/A: 100-150 FT	EA	\$120.00	0	\$0.00
01.08.02D	Extra SPT Samples - B/T/A: 150-200 FT	EA	\$150.00	0	\$0.00
01.08.02E	Extra SPT Samples - B/T/A: 200-250 FT	EA	\$180.00	0	\$0.00
01.08.02F	Extra SPT Samples - B/T/A: 250-300 FT	EA	\$225.00	0	\$0.00
01.09.00	Undisturbed Samples (ASTM D-1587):				
01.09.01	Undisturbed Samples - Truck/MB:				
01.09.01A	Undisturbed Samples - Truck/MB: 0-50 FT	EA	\$160.00	0	\$0.00
01.09.01B	Undisturbed Samples - Truck/MB: 50-100 FT	EA	\$200.00	0	\$0.00
01.09.01C	Undisturbed Samples - Truck/MB: 100-150 FT	EA	\$260.00	0	\$0.00
01.09.01D	Undisturbed Samples - Truck/MB: 150-200 FT	EA	\$320.00	0	\$0.00
01.09.02	Undisturbed Samples - B/T/A:				

01.09.02A	Undisturbed Samples - B/T/A: 0-50 FT	EA	\$240.00	4	\$960.00
01.09.02B	Undisturbed Samples - B/T/A: 50-100 FT	EA	\$300.00	0	\$0.00
01.09.02C	Undisturbed Samples - B/T/A: 100-150 FT	EA	\$390.00	0	\$0.00
01.09.02D	Undisturbed Samples - B/T/A: 150-200 FT	EA	\$480.00	0	\$0.00
01.10.00	Drill Rig and Crew (Clearing/Difficult Access)				
01.10.01	Drill Rig and 2-Man Crew - Truck/MB	HR	\$220.00	0	\$0.00
01.10.02	Drill Rig and 2-Man Crew - B/T/A	HR	N/A	0	\$0.00
01.10.03	Drill Rig and 3-Man Crew - Truck/MB	HR	\$300.00	0	\$0.00
01.10.04	Drill Rig and 3-Man Crew - B/T/A	HR	\$450.00	16	\$7,200.00
01.11.00	Drill Mud Contain/Disposal				
01.11.01	Drill Mud Contain/Disposal - Truck/MB	EA	N/A	0	\$0.00
01.11.02	Drill Mud Contain/Disposal - B/T/A	EA	N/A	0	\$0.00
01.12.00	Soil Survey/Coring Crew				
01.12.01	Soil Survey/Coring Crew - 2 Person	HR	\$150.00	0	\$0.00
01.12.02	Soil Survey/Coring Crew - 3 Person	HR	\$210.00	0	\$0.00
01.13.00	Field Permeability Test				
01.13.01	Field Permeability Test (0-10')	EA	\$350.00	0	\$0.00
01.13.02	Field Permeability Test (10-25')	EA	\$400.00	0	\$0.00
01.14.00	Temporary Piezometer				
01.14.01	Temporary Piezometer (0-50')	LF	\$25.00	0	\$0.00
	0 Piezos to 0 ft				
	0 Piezos to 0 ft				
	0 Piezos to 0 ft				
	0 Piezos to 0 ft				
01.14.02	Temporary Piezometer Locking Assembly	EA	N/A	0	\$0.00
01.15.00	Pavement Cores (Night Including MOT)	EA	\$400.00	0	\$0.00
01.16.00	Ground Surface D.R.I	EA	\$600.00	0	\$0.00
01.17.00	Field Vane Shear Strength	EA	\$400.00	0	\$0.00
01.18.00	Dilatometer Sounding	HR	N/A	0	\$0.00
01.19.00	Ground Penetrating Radar Crew - 2 Person	HR	\$250.00	0	\$0.00
01.20.00	CPT Data Reduction	EA	N/A	0	\$0.00
01.21.00	Maintenance of Traffic				
01.21.01	MOT - Barricades	DAY	N/A	0	\$0.00
01.21.02	MOT - Flashing Arrowboard	DAY	N/A	0	\$0.00
01.21.03	MOT - Law Enforcement Officer	DAY	N/A	0	\$0.00
01.21.04	MOT - Crash Truck	DAY	N/A	0	\$0.00
01.21.05	MOT - Support Vehicle	DAY	N/A	0	\$0.00
01.21.06	MOT - Signs	DAY	N/A	0	\$0.00
01.21.07	MOT - Certified Traffic Control Specialist	HR	N/A	0	\$0.00
01.22.00	Other Support Services				
01.22.01	Support Vehicle	DAY	\$60.00	0	\$0.00
01.22.02	Support Boat	DAY	\$200.00	8	\$1,600.00
01.22.03	Heavy Equipment	DAY	N/A	0	\$0.00
01.22.04	GPS Unit	DAY	\$75.00	1	\$75.00
	Engineering Field Services				
03.03.00	Project Engineer	HR	\$155.22	8	\$1,241.76
03.07.00	Senior Engineering Technician	HR	\$102.97	24	\$2,471.28
03.08.00	Engineering Technician	HR	\$64.23	0	\$0.00
03.10.00		HR	N/A	0	\$0.00

Field Exploration Total Fee: \$63,398.04

Field Fee Percentage: 54.1%

02.00.00 GEOTECHNICAL LABORATORY TESTING SERVICES

02.01.00	Grain Size Analysis:				
02.01.01	Full Grain Size Analysis	EA	\$60.00	6	\$360.00
02.01.02	Percent Fines	EA	\$40.00	36	\$1,440.00

02.02.00	Hydrometer Analysis	EA	\$120.00	0	\$0.00
02.03.00	Organic Content	EA	\$50.00	18	\$900.00
02.04.00	Atterberg Limits:				
02.04.01	Atterberg - Liquid Limit	EA	\$47.50	18	\$855.00
02.04.02	Atterberg - Plastic Limit	EA	\$47.50	18	\$855.00
02.05.00	Natural Moisture Content	EA	\$15.00	36	\$540.00
02.06.00	Unit Weight	EA	\$50.00	3	\$150.00
02.07.00	Consolidation with Rebound	EA	\$600.00	3	\$1,800.00
02.08.00	Permeability	EA	\$300.00	0	\$0.00
02.09.00	Corrosion Series	EA	\$160.00	4	\$640.00
02.10.00	Triaxial Compression:				
02.10.01	Triaxial - Unconsolidated/Undrained	EA	\$500.00	0	\$0.00
02.10.02	Triaxial - Consolidated/Undrained	EA	\$550.00	0	\$0.00
02.10.03	Triaxial - Consolidated/Drained	EA	\$650.00	0	\$0.00
02.11.00	Unconfined Compression:				
02.11.01	Unconfined Comp. - Soil	EA	\$225.00	0	\$0.00
02.11.02	Unconfined Comp. - Rock	EA	\$150.00	0	\$0.00
02.12.00	Limerock Bearing Ratio	EA	\$350.00	0	\$0.00
02.13.00	Specific Gravity	EA	\$75.00	3	\$225.00
02.14.00	Bitumen Extraction	EA	\$100.00	0	\$0.00
02.15.00	Aggregate Gradation	EA	\$60.00	0	\$0.00
02.16.00	Direct Shear	EA	\$280.00	0	\$0.00
02.17.00	Shrinkage Factor	EA	\$70.00	0	\$0.00
02.18.00	Swell Potential	EA	\$100.00	0	\$0.00
02.19.00	Proctor Compaction	EA	N/A	0	\$0.00
02.20.00	Splitting Tensile - Rock	EA	\$175.00	0	\$0.00
	Engineering Laboratory Services				
03.00	Project Engineer	HR	\$155.22	8	\$1,241.76
03.07.00	Senior Engineering Technician	HR	\$102.97	16	\$1,647.52
03.08.00	Engineering Technician	HR	\$64.23	0	\$0.00
03.10.00	---	HR	N/A	0	\$0.00

Laboratory Testing Services Total Fee: \$10,654.28

Lab Fee Percentage: 9.1%

03.00.00 GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES

03.01.00	Chief Engineer	HR	\$233.68	12	\$2,804.16
03.02.00	Senior Engineer	HR	\$204.48	40	\$8,179.20
03.03.00	Project Engineer	HR	\$155.22	180	\$27,939.60
03.04.00	Engineering Intern	HR	\$87.83	0	\$0.00
03.05.00	CADD/GIS Technician	HR	\$111.79	24	\$2,682.96
03.06.00	Secretary/Clerical	HR	\$89.33	16	\$1,429.28
03.07.00	Senior Engineering Technician	HR	\$102.97	0	\$0.00
03.08.00	Engineering Technician	HR	\$64.23	0	\$0.00
03.09.00	---	HR	N/A	0	\$0.00
03.10.00	---	HR	N/A	0	\$0.00
03.11.00	---	HR	N/A	0	\$0.00

Engineering and Technical Services Totals: 328 \$43,035.20

Engineering Fee Percentage: 36.8%

TOTAL FEE: \$117,087.52

COMPUTATION OF CONTAMINATION COSTS

Subject: Contamination Screening Evaluation

Project: SR 528 Econlockhatchee River Bridge Replacement

FPN: —

Prepared By: DCS

Date: 6/9/2015

	Unit	Unit Price	No. Units	Cost	Notes
04.00.00 CONTAMINATION FIELD EXPLORATION					
04.01.00 Crew & Equipment Mobilization:					
04.01.01 Direct Push Rig Mobilization	EA	\$500.00	0	\$0.00	
04.01.02 Direct Push Rig	DAY	\$1,500.00	0	\$0.00	
04.01.03 Direct Push Well Materials	LF	\$25.00	0	\$0.00	
04.01.04 Organic Vapor Analyzer	DAY	\$160.00	0	\$0.00	
04.01.05 Multi-Parameter Water Quality	DAY	\$125.00	0	\$0.00	
04.01.06 Support Vehicle - Truck	DAY	\$60.00	0	\$0.00	
04.01.07 Support Vehicle - Boat	DAY	\$200.00	0	\$0.00	
04.01.08 GPS Unit	DAY	\$75.00	0	\$0.00	
04.01.09 Ground Penetrating Radar Crew - 2 Person	HR	\$250.00	0	\$0.00	
04.01.10 Heavy Equipment Mobilization	DAY	N/A	0	\$0.00	
04.01.11 Rig Remobilization	EA	N/A	0	\$0.00	
04.02.00 Drill Rig and Crew (Clearing/Difficult Access)					
04.02.01 Drill Rig and Crew - Truck	HR	\$220.00	0	\$0.00	
04.03.00 Monitoring Well					
04.03.01 Monitoring Well (0-50')	LF	\$35.00	0	\$0.00	
04.03.02 Monitoring Well (50-100')	LF	\$45.00	0	\$0.00	
04.03.03 Well Completion (flush mount)	EA	\$250.00	0	\$0.00	
04.03.04 Well Completion (aboveground)	EA	\$350.00	0	\$0.00	
04.04.00 100 FT Water Level Meter	DAY	\$40.00	0	\$0.00	
04.05.00 Lamotte Turbidity Meter	DAY	\$50.00	0	\$0.00	
04.06.00 Dissolved Oxygen Meter	DAY	\$50.00	0	\$0.00	
04.07.00 pH Meter w/ Calibration Kit	DAY	\$50.00	0	\$0.00	
04.08.00 Miscellaneous Supplies	DAY	\$50.00	0	\$0.00	
04.09.00 Maintenance of Traffic					
04.09.01 MOT - Barricades	DAY	N/A	0	\$0.00	
04.09.02 MOT - Flashing Arrowboard	DAY	N/A	0	\$0.00	
04.09.03 MOT - Law Enforcement Officer	DAY	N/A	0	\$0.00	
04.09.04 MOT - Crash Truck	DAY	N/A	0	\$0.00	
04.09.05 MOT - Support Vehicle	DAY	N/A	0	\$0.00	
04.09.06 MOT - Signs	DAY	N/A	0	\$0.00	
04.09.07 MOT - Certified Traffic Control Specialist	HR	N/A	0	\$0.00	
Field Exploration Total Fee:				\$0.00	
Field Fee Percentage:				0.0%	

COMPUTATION OF CONTAMINATION COSTS

Subject: Contamination Screening Evaluation
Project: SR 528 Econlockhatchee River Bridge Replacement
FPN: ---

Prepared By: DCS
Date: 6/9/2015

	Unit	Unit Price	No. Units	Cost	Notes
05.00.00 CONTAMINATION LABORATORY TESTING SERVICES					
05.01.00	RCRA Metals				
05.01.01	RCRA Metals - Soil	EA	\$125.00	0	\$0.00
05.01.02	RCRA Metals - Water	EA	\$125.00	0	\$0.00
05.02.00	Herbicide/Pesticide (EPA Method 8081, 8141, 8151)				
05.02.01	Herbicide/Pesticide - Soil	EA	\$450.00	0	\$0.00
05.02.02	Herbicide/Pesticide - Water	EA	\$450.00	0	\$0.00
05.03.00	Table B: Gasoline/Kerosene				
05.03.01	Table B: Gasoline/Kerosene - Soil	EA	\$350.00	0	\$0.00
05.03.02	Table B: Gasoline/Kerosene - Water	EA	\$400.00	0	\$0.00
05.04.00	Table C: Used Oil/Unknown				
05.04.01	Table C: Used Oil/Unknown - Soil	EA	\$755.00	0	\$0.00
05.04.02	Table C: Used Oil/Unknown - Water	EA	\$815.00	0	\$0.00
05.05.00	EPA 8260 Full				
05.05.01	EPA 8260 Full - Soil	EA	N/A	0	\$0.00
05.05.02	EPA 8260 Full - Water	EA	N/A	0	\$0.00
				Laboratory Testing Services Total Fee:	\$0.00
				Lab Fee Percentage:	0.0%
06.00.00 CONTAMINATION MAP AND DATABASE SEARCHES					
06.01.00	Contamination Database Report	EA	N/A	1	\$250.00
06.02.00	Fire Insurance Map Coverage Database	EA	N/A	0	\$0.00
06.03.00	Fire Insurance Map Search Abstract with Documen	EA	N/A	0	\$0.00
06.04.00	Area Search - 50\$/Sq. Mile after initial Sq. Mile	EA	N/A	0	\$0.00
06.05.00	Linear/Corridor Search - 50\$/Sq. Mile after initial 3	EA	N/A	0	\$0.00
06.06.00	Historic Topographic Maps (all available)	EA	N/A	0	\$0.00
				Map and Database Search Total Fee:	\$250.00
				Map/Database Fee Percentage:	4.0%
07.00.00 CONTAMINATION ENGINEERING AND TECHNICAL SERVICES					
07.01.00	Chief Engineer	HR	\$233.68	4	\$934.72
07.02.00	Senior Engineer	HR	\$204.48	0	\$0.00
07.03.00	Senior Scientist	HR	\$125.19	34	\$4,256.46
07.04.00	Scientist	HR	\$69.99	0	\$0.00
07.05.00	CADD/GIS Technician	HR	\$111.79	4	\$447.16
07.06.00	Secretary/Clerical	HR	\$89.33	4	\$357.32
07.07.00	Senior Engineering Technician	HR	\$102.97	0	\$0.00
07.08.00	Engineering Technician	HR	\$64.23	0	\$0.00
				Engineering and Technical Services Totals:	46 \$5,995.66
				Engineering Fee Percentage:	96.0%
				TOTAL FEE:	\$6,245.66

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

CFX Project No 528-131 - SR 528 Bridge Replacement Over The Econlockhatchee River

Name of Project:

County:

FPN:

FAP No.:

Consultant Name: VHB

Consultant No.: 7/29/2015

Date: 7/29/2015

Estimator: Erik Spilmann

Staff Classification	Total Staff Hours From SH Summary - Firm	Principal Engineer	Project Manager	Sr. Designer	Specialist	Engineering Intern	Clerical	Sr. Engineer	Project Engineer	Staff Classification 8	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
23. Lighting Analysis	211	6	42	0	0	42	10	57	53	0	0	0	0	0	\$9,073	\$43.20
24. Lighting Plans	60	1	11	0	0	10	3	14	13	0	0	0	0	52	\$2,232	\$42.92
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
33. Intelligent Transportation Systems Analysis	334	10	67	100	73	50	33	0	0	0	0	0	0	333	\$14,808	\$43.87
34. Intelligent Transportation Systems Plans	240	5	48	58	60	46	24	0	0	0	0	0	0	241	\$10,046	\$41.88
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Total Staff Hours	835	22	188	158	133	148	70	71	68	0	0	0	0	836	\$35,958.56	\$43.01
Total Staff Cost		\$1,640.10	\$9,675.12	\$8,099.22	\$4,476.78	\$3,825.80	\$1,050.00	\$4,086.70	\$2,094.84	\$0.00	\$0.00	\$0.00	\$0.00		\$35,958.56	

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:

OVERHEAD:

OPERATING MARGIN:

FORM (Facilities Capital Cost Money):

EXPENSES:

See Expense Estimate Sheet

Survey (Field - if by Prime)

SUBTOTAL ESTIMATED FEE:

Subconsultant: Enter Name Sub 1

Subconsultant: Sub 2

Subconsultant: Sub 3

Subconsultant: Sub 4

Subconsultant: Sub 5

Subconsultant: Sub 6

Subconsultant: Sub 7

Subconsultant: Sub 8

Subconsultant: Sub 9

Subconsultant: Sub 10

Subconsultant: Sub 11

Subconsultant: Sub 12

SUBTOTAL ESTIMATED FEE:

Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED FEE:

Optional Services

GRAND TOTAL ESTIMATED FEE:

Check =

\$35,958.56

\$35,958.56

\$35,958.56

\$35,958.56

\$35,958.56

\$35,958.56

\$35,958.56

\$35,958.56

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\$35,958.56

\$35,958.56

ATTACHMENT B-4
REIMBURSEABLE OUT-OF-POCKET EXPENSES

Consultant: VHB VHB Project No: _____
Description: CFX Project No 528-131 - SR 528 Bridge Replacement Over The Econolockhatchee River
Solicitation No (s): _____

PHOTOGRAPHY

Film & Development - Color 24 exposure	0	rolls	x	\$8.00	per roll =	\$0.00
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PHOTOGRAPHY TOTALS: **\$0.00**

REPRODUCTION

Number of sets required>>

Task Description

Number of sets required>>						
Task Description	Plan Sheet Count	Color Plot 30 x 42	B&W Plot 24 x 36	QA/QC Sets 11x17	B&W Letter/Tab	Color Letter/Tab
Lighting Plan Set	13	0	0	208	0	0
ITS Plan Set	60	0	0	960	0	0
Lighting Voltage Drop Report	0	0	0	12	165	0
Lighting Analysis Report	0	0	0	3	175	5
ITS Voltage Drop Report	0	0	0	4	150	8
Subterraneous Permit Supporting Documents	4	0	0	4	45	0
Misc Documents	0	0	0	598	1290	60
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
Subtotal	77	0	0	1789	1825	73
Working Copies (10% of Subtotal)	8	0	0	179	183	7
UNIT TOTALS:		0	0	1968	2008	80
UNIT COSTS:		\$52.50	\$1.00	\$0.15	\$0.05	\$1.50
TOTAL COSTS:		\$0.00	\$0.00	\$295.20	\$100.40	\$120.00

REPRODUCTION TOTALS:	\$515.60
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PRESENTATION MATERIALS

report copies	x	\$ 1.05	per copy =	\$0.00
boards	x	\$ 32.62	per sht =	\$0.00
mailings	x	\$ 0.38	per sht =	\$0.00

PRESENTATION MTLs TOTALS:	\$0.00
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TRAVEL EXPENSES

TO: Orlando, Fla.						FROM: Orlando, Fla.			
Per Diem:	_____	trips x	1	people	x	0	days x	\$21.00	per day = \$0.00
Hotel:	_____	trips x	1	nites/trip	x	\$ 72.15	per nite		= \$0.00
Rental Car:	_____	trips x	0	days	x	\$ 37.31	per day		= \$0.00
Airfare:	_____	trips x	1	people	x	\$ 103.50	per trip		= \$0.00
TO: Orlando, Fla.						FROM: Orlando, Fla.			
Per Diem:	_____	trips x	1	people	x	0	days x	\$21.00	per day = \$0.00
Hotel:	_____	trips x	1	people	x	0	nites/trip x	\$ 72.15	per nite = \$0.00
Rental Car:	_____	trips x	1	days	x	\$ 37.31	per day		= \$0.00
Airfare:	_____	trips x	1	people	x	\$ 103.50	per trip		= \$0.00
TO: Orlando, Fla.						FROM: Orlando, Fla.			
Mileage:	8	trips x	16	miles	x	\$0.445	per mile		= \$56.96
TO: Orlando, Fla.						FROM: Orlando, Fla.			
Mileage:	3	trips x	10	miles	x	\$0.445	per mile		= \$13.35
TO: Orlando, Fla.						FROM: Orlando, Fla.			
Mileage:	4	trips x	20	miles	x	\$0.445	per mile		= \$35.60
TOTAL TRAVEL EXPENSES:									

TOTAL TRAVEL EXPENSES:	\$105.91
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MONTHLY SHIPPING COSTS

Shipping & Telephone Costs: 8 months x \$50.00 = \$400.00

MISCELLANEOUS EXPENSES

1	LS	x	\$0.00	=	\$0.00
				=	\$0.00
				=	\$0.00

TOTAL OUT-OF-POCKET EXPENSES: **\$1,021.51**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528 Bridge over the Econ
 County: Orange
 FPN: 528-131
 FAP No.: N/A

Consultant Name: WBQ
 Consultant No.: 7/28/2015
 Date: 7/28/2015
 Estimator: WBQ

Staff Classification	Hours From Summary - Firm	Principal	Project Manager	Chief Engineer	Sr. Utility Coordinator	Sr. Project Engineer	Project Engineer	Contract Coordinator	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	By Activity	SH	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	20	0	20	0	0	0	0	0	0	0	0	0	20	\$1,458	\$72.90
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	48	1	5	12	10	0	5	0	0	0	0	0	45	\$2,407	\$3.48
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6S. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	138	0	0	0	68	0	68	0	0	0	0	0	138	\$5,844	\$42.35
8. Environmental Permit, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tanks, Ditch, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	237	5	24	59	57	64	28	0	0	0	0	0	237	\$12,535	\$52.89
20. Signing & Pavement Marking Plans	119	2	12	30	29	32	14	0	0	0	0	0	119	\$5,281	\$43.95
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	178	0	0	0	0	0	0	0	14	89	75	0	178	\$5,073	\$28.50
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barrier Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	738	8	61	101	165	108	119	0	14	89	75	0	737	\$33,998.00	\$46.89
Total Staff Cost		\$692.46	\$4,450.56	\$6,287.25	\$8,583.30	\$4,721.76	\$3,768.72	\$0.00	\$875.50	\$2,747.43	\$1,600.00	\$0.00	Check =	\$33,598.00	

OVERHEAD RATE:		182.4900%
PROFIT:		11.2400%
SUBTOTAL ESTIMATED FEE:		\$ 1,902.73 10 hours / day
Survey (Field - 4 by Prime)		37
SUBTOTAL ESTIMATED FEE:		\$176,880.00
Subcontract - Sub 1		\$0.00
Subcontract - Sub 2		\$0.00
Subcontract - Sub 3		\$0.00
Subcontract - Sub 4		\$0.00
Subcontract - Sub 5		\$0.00
Subcontract - Sub 6		\$0.00
Subcontract - Sub 7		\$0.00
Subcontract - Sub 8		\$0.00
Subcontract - Sub 9		\$0.00
Subcontract - Sub 10		\$0.00
Subcontract - Sub 11		\$0.00
Subcontract - Sub 12		\$0.00
SUBTOTAL ESTIMATED FEE:		\$176,880.00
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$176,880.00
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$176,880.00

Notes:
 1. The sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subcontract. Unused subcontract rows may be hidden.

SALARY RELATED COSTS:
 OVERHEAD RATE:
 PROFIT:
 SUBTOTAL ESTIMATED FEE:

Survey Field Days by Subcontractant
 4 - Prime Consultant

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CFX SR 528 ECON BRIDGE 528-131
 County: 0
 FPN: 0
 Consultant Name: McKim & Creed, Inc.
 Consultant No.: enter consultants proj. number
 Date: 7/29/2015

Staff Classification	Total Staff Hours From SF Summary Form	Sr Utility Coordinator	Surveyor	Survey Tech	Utility Coordinator	Utility Locator	Utility Tech	Staff Class- fraction 7	Staff Class- fraction 8	Staff Class- fraction 9	Staff Class- fraction 10	Staff Class- fraction 12	Estimator: insert name	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
16. Structures - Moveable Span	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
27. Survey (Field & Office Support)	36.75	11.03	7.35	18.38	0	0	0	0	0	0	0	0		36.75	\$4,413	\$120.08
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0	#DIV/0!
Total Staff Hours	36.75	11.03	7.35	18.38	0	0	0	0	0	0	0	0		36.75	\$4,413.28	\$120.08
Total Staff Cost		\$1,642.23	\$1,011.51	\$1,559.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$4,413.28	

Check = \$4,413.28

SALARY RELATED COSTS:

OVERHEAD: 0%

OPERATING MARGIN: 0%

FCM (Facilities Capital Cost Money): 0.00%

EXPENSES: 0.00%

SUBTOTAL ESTIMATED FEE: 4.20000 3 Man Designate Crew \$ 1,741.76 / day

Survey (Field) 3.37500 4 Man Locate Crew \$ 2,126.72 / day

Survey (Field) 1.84375 3 Man Survey Crew \$ 1,741.76 / day

Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED FEE: \$21,769.37

Optional Services \$0.00

GRAND TOTAL ESTIMATED FEE: \$21,769.37

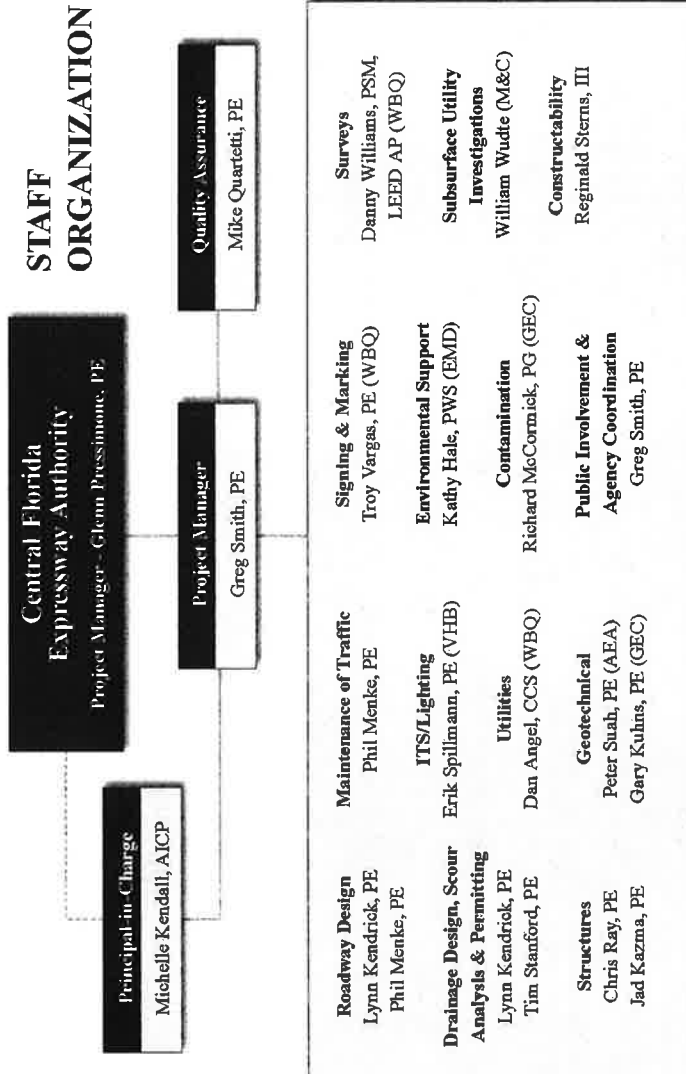
Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT DESIGN SERVICES
Project No. 528-131 / Contract No. 001098 / Orange County



Subconsultants

AEA - Antillian Engineering Associates, Inc. (MBE)
EMD - Environmental Management & Design, Inc. (WBE)
GEC - Geotechnical and Environmental Consultants, Inc. (SBE)
M&C - McKim & Creed, Inc.
VHB - VHB, Inc.
WBQ - WBQ Design & Engineering, Inc. (MBE, SBE)

THE 528 DESIGN TEAM



Greg Smith, PE



Mike Quartetti, PE



Lynn Kendrick, PE



Tim Stanford, PE



Phil Menke, PE



Jad Kazma, PE



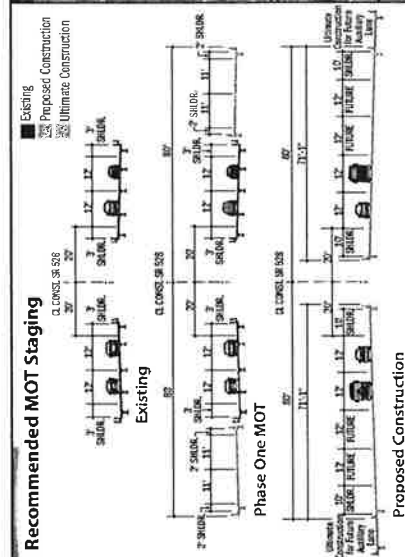
Chris Ray, PE



Reginald Sterns, III

EXHIBIT E

PROJECT LOCATION MAP



MAP LEGEND

- | | Phase 1 Construction | Phase 2 Construction | 12' Future Widening | Existing Lighting |
|--|----------------------|----------------------|---------------------|-------------------|
| | | | | |

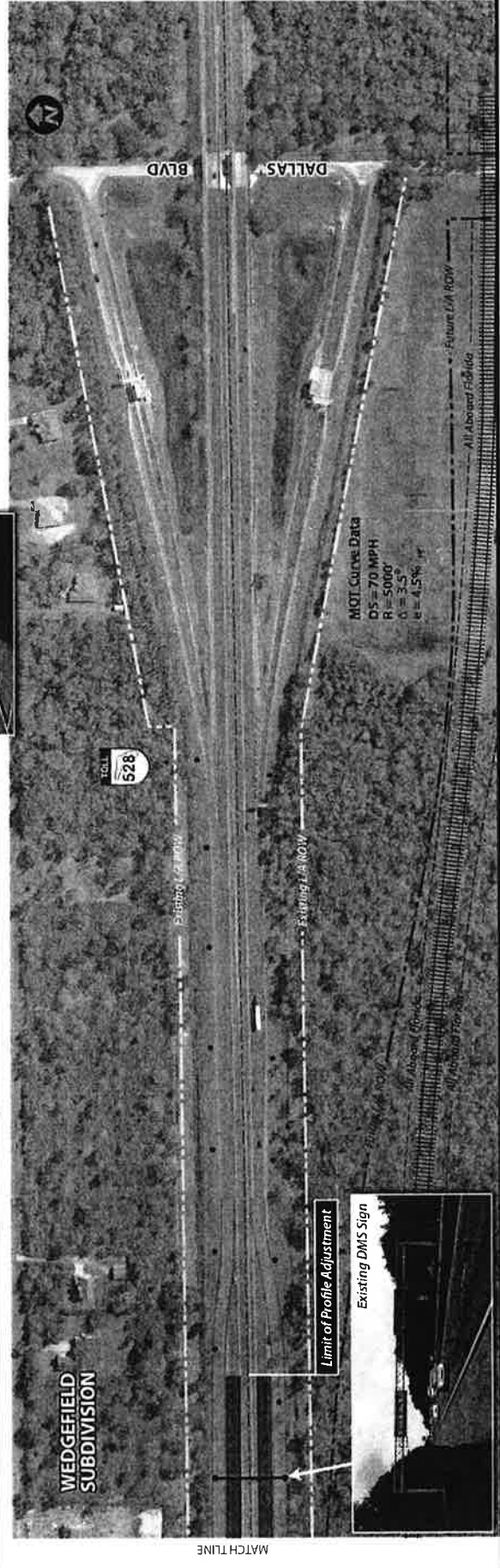
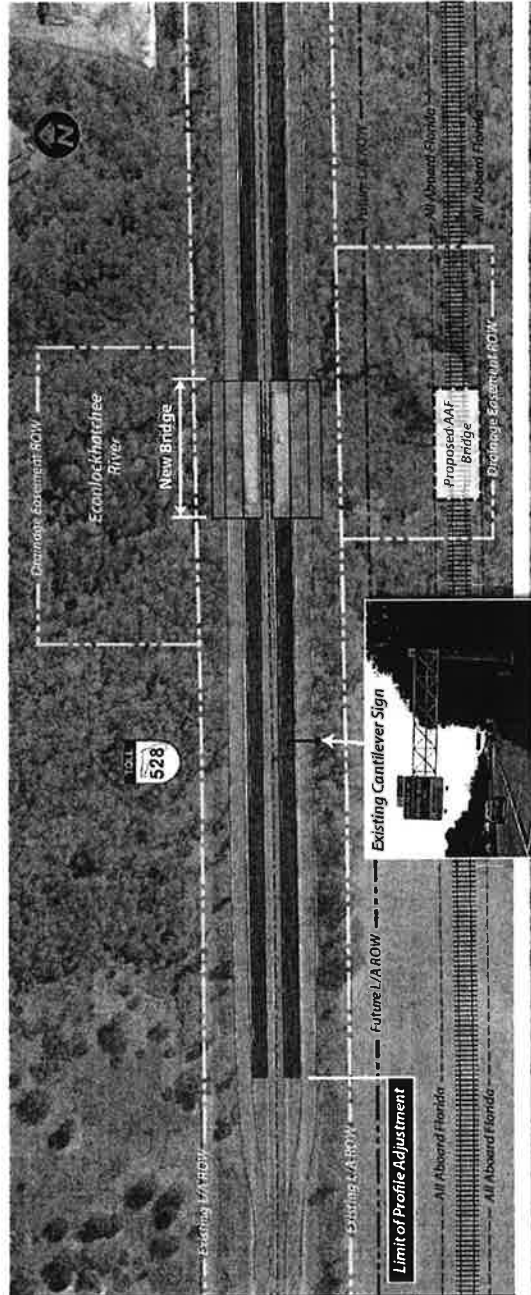
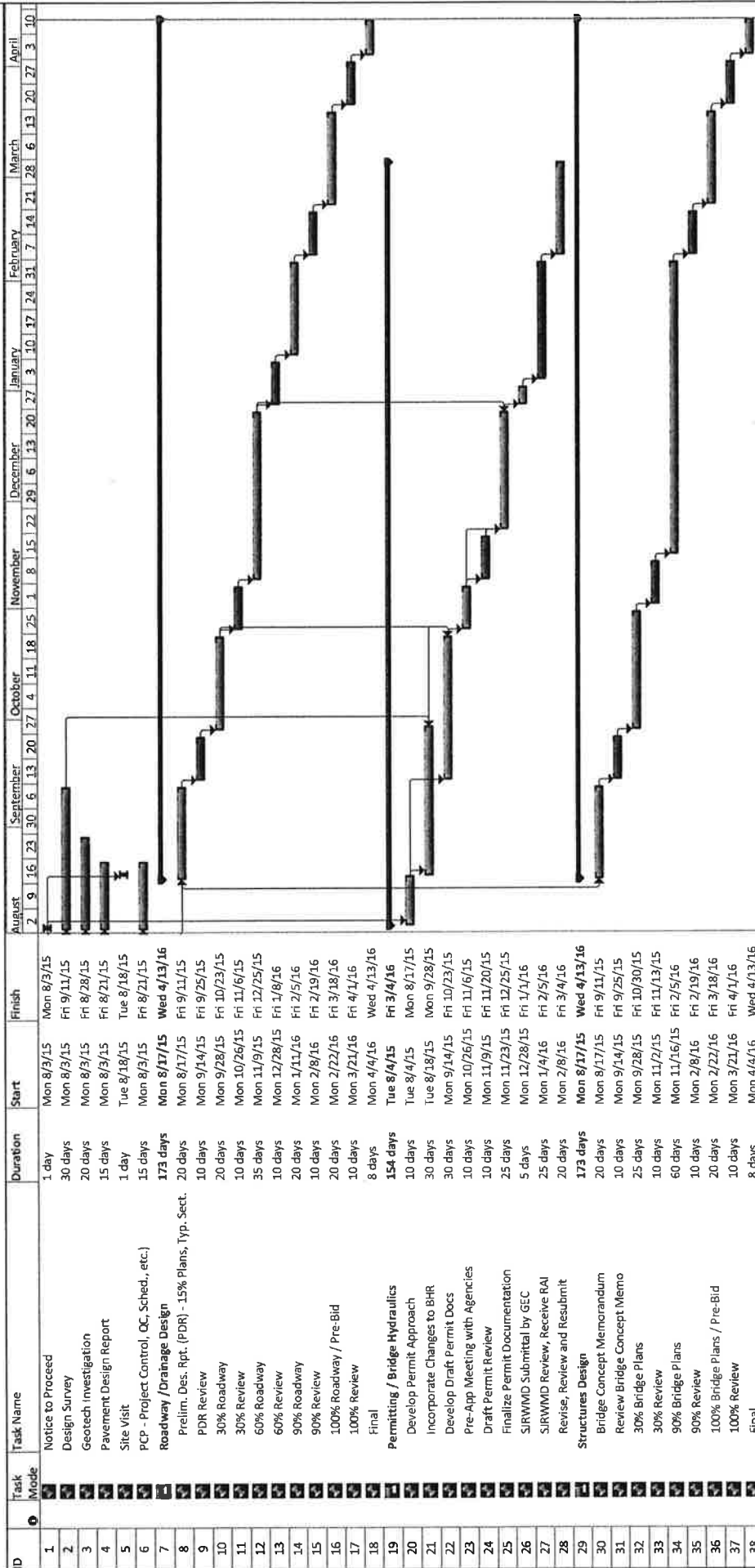


EXHIBIT F
SCHEDULE

CENTRAL FLORIDA EXPRESSWAY



Prepared by: Parsons Brinckerhoff SR 528 Econ River Bridge Replacement-Schedule-6-17-15 Date: Wed 6/24/15	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary			
	Project Summary		Inactive Summary		Start-only			
		Page 1						

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Award of Contract to DRMP, Inc.
Design Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail
Contract No. 001066

At its meeting on April 9, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to enter negotiations with DRMP, Inc. (DRMP), the firm ranked first. Those negotiations have been completed and Board award of the contract to DRMP in the amount of \$4,650,000.00 is requested.

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
DRMP, INC.**

S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL

CONTRACT NO. 001066

**CONTRACT DATE: AUGUST 13, 2015
CONTRACT AMOUNT: \$4,650,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, METHOD
OF COMPENSATION, DETAILS OF COSTS AND
FEES, PROJECT ORGANIZATIONAL CHART,
PROJECT LOCATION MAP, AND SCHEDULE**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, AND SCHEDULE**

FOR

S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL

CONTRACT NO. 001066

AUGUST 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

**Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

Executive Director

Laura Kelley

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<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
E	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13th day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and DRMP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 941 Lake Baldwin Lane, Orlando, Florida 32814.

That the AUTHORITY did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain services in connection with the design of the S.R. 408 widening from S.R. 417 to Alafaya Trail identified as Contract No. 001066.

2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, 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 Amendment 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 authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

The CONSULTANT agrees to provide Project Schedule progress reports 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 CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of the AUTHORITY as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, the AUTHORITY may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial

progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants 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 CONSULTANT to perform less than the total contract work with other than its own organization.

RS&H, Inc.	WBQ Design and Engineering, Inc.
AVCON, Inc.	Antillian Engineering Associates, Inc. (Class 2)
Ardaman & Associates, Inc. (Class 2)	EPG Engineering (Class 2)
Aerial Cartographic of America, Inc. (Class 2)	

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by the AUTHORITY's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the AUTHORITY's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to the AUTHORITY, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT 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.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of \$4,650,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT 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. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT 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.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, 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 on this project; 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 and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 941 Lake Baldwin Lane, Orlando, Florida 32814.

The CONSULTANT 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 CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 COMPLIANCE WITH LAWS

The CONSULTANT 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 contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the

compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price 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 date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

11.0 TERMINATION

The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY requires such termination.

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT 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.

If the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY shall notify the CONSULTANT in writing 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.

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all

engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT 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, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT 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 CONSULTANT 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 AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute 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. Adjustments of compensation and 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 absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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 all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request

that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure

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

16.0 INSURANCE

The CONSULTANT, 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 CONSULTANT 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 CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage 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 CONSULTANT 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.

16.2 Business Automobile Liability coverage 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 CONSULTANT does not own automobiles the CONSULTANT 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.

16.3 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 CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have 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 CONSULTANT.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT 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 CONSULTANT'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 CONSULTANT'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.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT 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 CONSULTANT also agrees that it shall not 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.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Director of Public Affairs and Communication or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Director of Public Affairs and Communication or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT 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 CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read the AUTHORITY's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this 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 this 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 Director for resolution. During the term of this Agreement, the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the

CONSULTANT prepared plans and/or specifications. 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 was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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.

22.0 GOVERNING LAW AND VENUE

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located 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

Exhibit "E", Project Location Map

Exhibit "F", Schedule

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on August 13, 2015.

DRMP, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 408 WIDENING,
S.R. 417 TO ALAFAYA TRAIL**

PROJECT NO. 408-128

IN ORANGE COUNTY, FLORIDA

JULY, 2015

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. See EXHIBIT "E", Project Location Map.

1.02 Description

The services to be provided for the project shall include final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 408 between S.R. 417 and east of Alafaya Trail. Specifically, the project will include median widening of S.R. 408 from four (4) general use lanes to six (6) general use lanes from west of the Little Econlockhatchee River Bridge to east of Alafaya Trail; a two (2) lane exit from 408 eastbound to Alafaya Trail; a two (2) lane entrance from Alafaya Trail to 408 westbound; a two (2) lane exit from 408 westbound to Rouse Road; milling and resurfacing of the existing S.R. 408 within the project limits; median widening of the twin bridges over Little Econlockhatchee River, Rouse Road and Kehoe Boulevard; outside widening of the twin bridges over Kehoe Boulevard; bridge replacement over Alafaya Trail. The project includes demolition of the existing ramp toll plaza from westbound SR 408 to Rouse Road and its replacement at the new exit ramp location.

Additional elements include: surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, fiber optic network, walls, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 408 Widening from S.R. 417 to Alafaya Trail.
- B. The Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and assist in the preparation of an environmental resource application including storm water management calculation, final lighting plans, final traffic control plans, final utility, final fiber optic network plans and final signing and pavement marking plans.
- C. The Authority's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. The Authority's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be 15 months from notice to proceed, including all reviews.

- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

- The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

- The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, the Authority's Design Practices and Standard Notes and the Authority's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, and updates, shall be used for this project.
 2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.
 7. The CFX ITS Design Standard Details for Design, Construction, Maintenance and Utility Operations on the State Highway System, July 2014, shall be used for this project.
- B. The toll plazas shall be designed in conformance with the latest edition of the National Electrical Code, the latest edition of the Standard Building Code, the latest editions of the ANSI National Electrical Safety Code and NFPA Life Safety Code and all applicable local codes.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by the Authority during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2037
- C. Design vehicle – WB-62FL

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.			
Right	<u>4-Lane</u> 12 (10 paved)	<u>Single Lane</u> 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			* min. 5' paved FDOT

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Right	<u>6-Lane</u> 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u>	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		
3. Left Shoulder	5%	5%	5%
4. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
<u>Horizontal Clearance</u>	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
<u>Vertical Clearance, ft.</u>			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

- Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Single Lane Entrance Ramp Parallel
- Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by the Authority.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services to be provided for the project shall include final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 408 between S.R. 417 and east of Alafaya Trail. Specifically, the project will include median widening of S.R. 408 from four (4) general use lanes to six (6) general use lanes from west of the Little Econlockhatchee River Bridge to east of Alafaya Trail; a two (2) lane exit from 408 eastbound to Alafaya Trail; a two (2) lane entrance from Alafaya Trail to 408 westbound; a two (2) lane exit from 408 westbound to Rouse Road; milling and resurfacing of the existing S.R. 408 within the project limits; median widening of the twin bridges over Little Econlockhatchee River, Rouse Road and Kehoe Boulevard; outside widening of the twin bridges over Kehoe Boulevard; bridge replacement over Alafaya Trail. The project includes demolition of the existing ramp toll plaza from westbound SR 408 to Rouse Road and its replacement at the new exit ramp location.

Additional elements include: surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, fiber optic network, walls, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, FDOT and SJRWMD.

4.03 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to the Authority a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by the Authority's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.04 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by the Authority and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on the Authority's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

For specific scope items, units, and limits, please refer to the Survey section of the scope summary document.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with Authority's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'. Pavement Survey will be performed by Mobile LiDAR. DRMP will extract topographic data collected from LiDAR and merge and combine Lidar, and ground surveys performed by DRMP and WBQ as survey subconsultant into single DTM and topographic survey base files.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Mark underground utilities (Designates) by flags or paint and survey locations to include in survey base files. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points

4.05 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of the Authority.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on the Authority system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, , LBR testing (widening limits only), design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, , pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, , location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and provision of recommended design soil parameters

for design of foundations for sign structures.

- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to the Authority's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to the Authority for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant may consider applicability of a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of the Authority.
- B. If required, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as the Authority may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of the Authority, its Chairman or staff.
- B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. The Authority will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at two meetings with adjacent property owners.

4.10 Environmental Permits

- A. The Authority's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to the Authority. (The Authority will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with the Authority and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.
5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
6. Assist the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by the Authority's Project Manager. After approval of the agreement by the utility and Authority, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

C. Utility Service to Toll Plazas

1. The Consultant shall identify utility service points to for service connections to the toll plazas. At a minimum electrical, telephone and FON connections are required at the plazas. The Consultant shall determine the feasibility of connections to municipal water and sewer services. Water and sewer service is required at the mainline plaza either by connecting to municipal service or provide well and septic system.

2. Coordinate with the respective utilities to provide the required connections.
3. All required utilities shall be shown on the plans along with any required construction details.
4. The Consultant shall prepare any required permits for construction or installation of utilities (and or well and septic system) along with supporting documentation for submittal to the appropriate agency.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections will be prepared as part of the Preliminary Design Report and submitted to the Authority for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Plans and profiles (plans at 1"=50' scale)
 8. Interchange plans, profiles, alignment and plan index sheets
 9. Interchange layout plans

10. Intersection plans and profiles or spot elevations
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets
17. Utility Adjustment Sheets
18. Details
19. Special provisions
20. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges.
 2. Retaining walls
 3. Box Culverts (N/A)
 4. Slope protection
 5. Approach slabs
 6. Details
 7. Summary quantity tables

8. Special provisions and specifications
9. Stage construction-sequencing details (if applicable).
10. Sign\Signal structures.
11. Sound walls.
12. The Consultant shall perform Load Rating Analysis per FDOT criteria for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01.
2. Finalize the pond design at the 30% submittal.
3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes
2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections
4. Lateral ditches/channels
5. Outfall ditches/channels
6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. The Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by the Authority.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 3. Traffic shall be maintained during all phases of project construction at all locations determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. The Authority will provide conceptual signing plans for the project.
- C. The Authority will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures.
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- F. For the purposes of this proposal, twelve (12) new cantilever and two (2) overhead truss signs are assumed to be required for the improvements. Also, fourteen (14) existing overhead sign structures along the project will be affected by the improvements will be analyzed for sign panel modifications or replacements and are assumed to meet current wind load criteria. Should these analyzed structures be determined to not meet current criteria and are required to be replaced, a supplemental agreement will be completed to incorporate their replacements in to the project.

4.18 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
- B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.19 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

- A. The Consultant shall prepare and submit to the Authority construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by the Authority's Technical Specifications.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

- 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the replacement of all existing fiber optic drop ductbanks, cables and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. Existing fiber optic backbone/ feeder system shall remain and be protected in-place with Black Steel Pipe as required.

This scope has assumed that 4.3 miles of ITS replacement/upgrades will be required.

- 2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including the Authority's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables

- n. Controller cabinet, CCTV pole, and foundation details
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet.
- p. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Replacement or upgrades of existing CCTV sites are anticipated under this contract as well as new CCTV sites anticipated as part of the proposed improvements.
- v. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation or replacement of existing DMS sites are anticipated under this contract as part of the proposed improvements.
- x. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current Authority ITS equipment standards.
- y. Proposed Wrong-Way Driving RRFB for Dean Road interchange off-ramps from SR 408.
- z. Proposed ADMS for northbound and southbound arterials at the interchanges of Dean, Rouse and Alafaya.

3. The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing FON system through all phases of construction.
- f. Environmental conditions.

- g. Concurrent/future Authority projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in the Authority FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
- 2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 3. The Consultant shall provide cable routing diagrams and fiber allocation charts in the Authority's standard format to document the functional connectivity between fiber optic conduit and all splices.

C. Maintenance Of Fiber Operations

- 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
- 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

- 1. The Consultant shall be responsible for any data collection necessary to complete its design.
- 2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
- 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of

Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

Quantities And General Notes

4. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.
- E. Standard Authority specifications and Technical Special Provisions will be provided to the Consultant.

4.23 Toll Plazas

- A. This proposal includes the replacement of the existing WB SR 408 exit ramp toll plaza to Rouse Road to a new location on the east side of Rouse Road over the new off-ramp alignment, including any associated equipment and gantry systems.

4.24 Post-Design Services

- A. Services shall begin after authorization by the Authority. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, the Authority, and the Authority's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may

arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by the Authority. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to the Authority within five working days of the trip.

- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by the Authority's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by the Authority's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.

- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. The Authority shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE

5.01 Record Documents

- A. The Authority will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to the Authority of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest Authority construction projects.

5.02 Traffic Data

- A. The Authority will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.03 Other

- 1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

- A. If necessary, the Authority, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. The Authority will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

- A. The Authority will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

- A. The Authority will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by the Authority. The Authority will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

- A. The Authority will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

- A. The Authority will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

- A. The Authority will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. The Authority will stake wetland lines and coordinate agency site visits. The Authority will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. The Authority will provide a conceptual major guide signing plan.
- B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

- A. The Authority's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by the Authority's Project Manager.

7.02 Authority's Project Manager

The Authority's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for the Authority to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to the Authority.
 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

- A. The Consultant shall provide data for the Authority's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with the Authority's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by the Authority. Two working days prior to each progress meeting, the Consultant shall provide the Authority's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to the Authority's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by the Authority.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to the Authority for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.

- B. The Consultant's quality control plan shall be submitted to the Authority within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by the Authority.

7.10 Site Visit

- A. If required, the Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. Authority representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to the Authority a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to the Authority. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and the Authority.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to the Authority for review.

- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to the Authority.
- C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
1. Field survey notes and computations.
 2. Design criteria used for the project.
 3. Geometric design calculations for horizontal alignment.
 4. Vertical geometry calculations.
 5. Right-of-way calculations.
 6. Drainage computations.
 7. Structural design calculations.
 8. Geotechnical report.
 9. Hydraulics Report for each bridged stream crossing.
 10. Earthwork calculations not included in the quantity computation booklet.
 11. Calculations showing cost comparisons of various alternatives considered.
 12. Calculations of quantities.
 13. Documentation of decisions reached resulting from meetings,

telephone conversations or site visits.

14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.
16. Cut sheets for equipment and fixtures (required with 60% submittal)
17. Mechanical design calculations.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process
- B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (3 sets and 1 .PDF required)
 2. 30% Roadway and Schematic Toll Plaza Plans (6 sets and 1 .PDF CD/DVD required)
 3. 30% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 4. 60% Roadway and Toll Plaza Plans and specifications, Geotechnical Report (6, 6, and 3 sets and 1 .PDF CD/DVD required)
 5. 60% Bridge Plans (required only on Category 2 bridges).
 6. 90% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 7. 90% Roadway and Toll Plaza plans and specifications (6 and 6 sets and 1 .PDF CD/DVD required)
 8. 100% Roadway, Toll Plaza and Bridge Plans and specifications, Geotechnical Report (6, 6, 6 and 3 sets and 1 .PDF CD/DVD required))

9. Pre-Bid Plans (3 sets and 1 .PDF CD/DVD required)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and 1 .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
 - D. Preparation and distribution of roadway and ROW plans to other than the Authority will not be made until approved by the Authority.
 - E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.
 - F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to the Authority giving:
 1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
 - G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.

- c) Any equations on project shown.
- d) Project numbers and title shown.
- e) Index shown.

2. Drainage Map Prepared

- a) Existing culvert sizes and elevations.
- b) Horizontal alignment shown.
- c) Drainage areas and flow arrows shown.
- d) High water information shown.
- e) Beginning and end stations shown along with any equations on project.
- f) Interchange supplemental maps prepared.

3. Typical Section Sheets

- a) Ramp typical sections developed.
- b) Pavement structure shown.
- c) Special details developed.
- d) General notes shown.

4. Plan and Profile Sheets

- a) Centerline plotted.
- b) Reference points and bench marks shown.
- c) Existing topography.
- d) Base line of surveys, curve data, bearings, etc. shown.
- e) Beginning and end stations (project and construction).

- f) Geometric dimensions.
- g) Proposed and existing limited access right-of-way lines.
- h) Existing ground line.
- i) Proposed profile grade.
- j) Type, size and horizontal location of existing utilities.
- k) Drainage structures and numbers are shown
- l) Drainage ponds are shown.

5. Cross Sections

- a) Existing ground line.
- b) Preliminary templates at critical locations (not to exceed 500 feet).
- c) Existing utilities shown.

6. Interchange Layout and Ramp Profiles

- a) Geometric dimensions.
- b) Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

- a) Striping layout.
- b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Project description and number shown.
- b) Equations, exceptions and bridge stations shown.
- c) North arrow and scale included.
- d) Consultant and Authority sign-off included.
- e) Contract set index complete.
- f) Index of sheets updated.

2. Drainage Maps

- a) Flood data shown.
- b) Cross drains and storm sewer shown.
- c) Bridges shown with beginning and ending stations.
- d) Interchange supplemental sheets updated.

3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

- a) Match lines shown.
- b) Limited access right-of-way lines shown.
- c) Stations and offset shown for all fence corners and angles.
- d) All work shown should be within right-of-way or proposed easement.
- e) Drainage structures and numbers are shown.
- f) Drainage ponds shown.
- g) Curve data and superelevation included.
- h) Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- j) Bridges shown with beginning and ending stations.
- k) General Notes.

5. Drainage Structures

- a) Drainage structures plotted and numbered.
- b) Station location and offsets identified.

6. Cross Sections

- a) Templates are shown at all stations.
- b) Limited access right-of-way lines are shown.
- c) Cross section pattern sheet included.
- d) Miscellaneous notes included.
- e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

- a) Geometric data shown.
- b) Profiles finalized.
- c) Coordinate data shown.
- d) Limited access right-of-way lines shown.
- e) Curve data shown.
- f) Bearings and bridges shown.
- g) Cross roads, frontage roads, and access roads shown.
- h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.17 90% Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Length of Project with exceptions shown.

- b) Index of sheets updated.
- 2. Drainage Maps
 - a) Drainage divides, areas and flow arrows shown.
 - b) Elevation datum and design high water information shown.
 - c) Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
 - a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b) Limits of side road construction.
 - c) Angle and stationing for intersections.
 - d) Treatment for non-standard superelevation transitions diagramed.
 - e) General notes shown.
 - f) Special ditches profiled.
- 5. Drainage Structures
 - a) Existing structures requiring modifications are shown.
 - b) Existing and proposed utilities are shown.
- 6. Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.

- c) Sub-excavation shown.
 - d) Volumes computed and shown.
 - 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.
 - 9. Traffic Control Plans
 - 10. Signing and Pavement Marking Plans
 - 11. Highway Lighting Plans
 - 12. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Schematic Toll Plaza Plans
- A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:
 - 1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout.
 - 2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment.
 - 3. Construction phasing plan
 - 4. Description of improvements required for the administration building to accommodate installation of toll equipment.
- 7.21 60% Toll Plaza Plans
- A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:

1. Key sheet with sheet index
2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols
3. Plan view
4. Exterior elevations
5. Canopy sections and details
6. Canopy reflected ceiling plan
7. Roof plan and details
8. Canopy framing and foundation plan
9. Concrete pavement plan
10. Express lane overhead structure plan and details
11. Tunnel sections and details
12. Structural sections and details
13. Plumbing plan and diagrams
14. Lighting plan
15. Power plan and diagram
16. Lightning protection plan and details
17. Demolition and construction phasing plan
18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment.
19. All calculations and design data to support the design for each discipline.
20. Technical specifications

7.22 90% and 100% Toll Plaza Plans

- A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.
- B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction
- C. A detailed estimate of construction costs shall be included with the 100% submittal.

7.23 Pre-Bid Plans

7.24 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 The AUTHORITY agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$4,650,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for the AUTHORITY to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

DYER, RIDDLE, MILLS & PRECOURT, INC.

Total Activity Salary Costs	\$ 779,313.07
(a) Overhead Additives	
(1) Combined (164.73%)	<u>1,283,762.42</u>
Subtotal (Salary + Overhead)	2,063,075.49
(b) Lump Sum for Operating Margin (12.00%)	<u>247,569.06</u>
Subtotal (Salary Related)	2,310,644.55
(c) Design Survey – Office (Prime)	82,224.66
(d) Design Survey - Field (Prime)	218,811.76
(e) Direct Expenses - Lump Sum (Prime)	<u>58,497.65</u>
BASIC FEE	2,670,178.62
(f) Subcontracts (Limiting Amount)	1,873,480.87
(g) Allowance	<u>106,340.51</u>
TOTAL MAXIMUM LIMITING AMOUNT	\$4,650,000.00

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

The AUTHORITY shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this 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 this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

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 work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'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 the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by the AUTHORITY'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 164.73% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by the AUTHORITY to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from the AUTHORITY. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 164.73 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 164.73%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by the AUTHORITY to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.00 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

The AUTHORITY shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by the AUTHORITY.

4.16 The CONSULTANT 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 this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from the AUTHORITY.

4.18 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 payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

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

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the AUTHORITY for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COSTS AND FEES

ESTIMATE OF WORK EFFORT - COST - PRIME CONSULTANT

Name of Project: SR 408 Widening from SR 417 to Allstays Trail
 County: Orange
 FPN: 408-128
 FAP No.: N/A

Consultant Name: DRMP, Inc.
 Consultant No.: 14-0374.000
 Date: 7/30/2015

Staff Classification	Total Staff Hours From SH Summary - Firm	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Senior Designer	Engineer	Project Planner	Engineering Intern	Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost by Activity	Average Rate Per Task
3. Project General and Project Common Tasks	298	238	560.89	45	0	0	0	15	0	0	0	0	0	258	\$24,149	\$81.04
4. Roadway Analysis	2,583	129	413	439	542	485	207	0	258	130	0	0	0	2,583	\$114,742	\$44.42
5. Roadway Plans	1,117	56	171	190	235	201	69	0	112	55	0	0	0	1,117	\$49,657	\$44.46
6a. Drainage Analysis	756	38	121	128	169	136	60	0	78	37	0	0	0	756	\$33,619	\$44.47
6b. Drainage Plans	757	38	121	128	159	136	61	0	78	37	0	0	0	757	\$33,650	\$44.45
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permit, Compliance & Clearances	208	10	33	35	43	37	16	0	21	11	0	0	0	208	\$9,128	\$44.31
9. Structures - Misc. Tasks, Dwg. Non-Tech.	1,467	73	235	149	306	284	117	0	147	74	0	0	0	1,467	\$65,155	\$44.41
10. Structures - Bridge Development Report	682	44	141	250	185	159	71	0	88	44	0	0	0	682	\$39,182	\$44.42
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	2,774	139	444	472	553	499	222	0	277	138	0	0	0	2,774	\$123,284	\$44.45
14. Structures - Structural Steel Bridge	1,558	78	249	265	327	280	125	0	169	78	0	0	0	1,558	\$69,221	\$44.43
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	1,538	77	246	261	323	277	123	0	164	77	0	0	0	1,538	\$68,328	\$44.43
18. Structures - Miscellaneous	1,220	61	186	207	256	220	98	0	122	61	0	0	0	1,220	\$54,192	\$44.42
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	109	5	17	19	23	20	8	0	11	5	0	0	0	109	\$4,820	\$44.22
22. Signalization Plans	49	2	8	8	10	9	4	0	5	3	0	0	0	49	\$2,143	\$43.74
23. Lighting Analysis	587	28	84	100	123	106	47	0	59	29	0	0	0	587	\$26,069	\$44.41
24. Lighting Plans	270	14	43	46	57	49	22	0	27	12	0	0	0	270	\$12,034	\$44.57
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	619	31	89	105	130	111	50	0	82	31	0	0	0	619	\$27,498	\$44.42
34. Intelligent Transportation Systems Plans	605	25	81	86	108	91	40	0	51	25	0	0	0	605	\$22,433	\$44.42
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	17,295	1,087	2,719	2,935	3,569	3,080	1,381	15	1,702	847	0	0	0	17,295	\$779,313.07	\$45.08
Total Staff Cost		\$39,269.48	\$165,831.81	\$181,102.15	\$139,012.55	\$105,610.40	\$42,558.47	\$598.65	\$45,748.76	\$21,594.82	\$0.00	\$0.00	\$0.00		\$779,313.07	

Survey Field Days by Subconsultant

1 = Person Charge

SALARY RELATED COSTS:

OVERHEAD:

FPM (Facilities Capital Cost Money):

EXPENSES:

Survey (Office - If by Prime)

Survey (Field - If by Prime)

SUBTOTAL ESTIMATED FEE:

Subconsultant: RSH, Inc.

Subconsultant: WBQ

Subconsultant: AVCON

Subconsultant: Artilian

Subconsultant: Ardman

Subconsultant: EPQ Engineering

Subconsultant: ACA

Subconsultant: Sub 8

Subconsultant: Sub 9

Subconsultant: Sub 10

Subconsultant: Sub 11

Subconsultant: Sub 12

SUBTOTAL ESTIMATED FEE:

Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED FEE:

Optional Services

GRAND TOTAL ESTIMATED FEE:

Check =

\$779,313.07

164.73%

12.00%

0.00%

4-man crew

days @

\$ 1,806.91 / day

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

ESTIMATE OF WORK EFFORT, COST - PRIME CONSULTANT

Name of Project:	SR 408 Widening from SR 417 to Airfaya Trail
County:	Orange
FPN:	408-128
FAP No.:	N/A

Consultant Name: DRMP, Inc.
Consultant No.: 14-0374.000
Date: 7/29/2015
Estimator: AJO

Proj. No.	Staff Classification	N/A	Total Staff Hours From SH Summary - Firm	Senior Surveyor and Mapper	Survey Technician	Clerical/Administrative	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Estimator: A.Q.		Average Rate Per Task	
														SH By Activity	Salary Cost By Activity		
	3. Project General and Project Common Tasks		0	0	\$139.54	\$104.16	\$72.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0	#DIV/0!	
	4. Roadway Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	5. Roadway Plans		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	6a. Drainage Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	6b. Drainage Plans		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	7. Utilities		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	8. Environmental Permits, Compliance & Clearances		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	9. Structures - Misc. Tasks, Dwg., Non-Tech.		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	10. Structures - Bridge Development Report		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	11. Structures - Temporary Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	12. Structures - Short Span Concrete Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	13. Structures - Medium Span Concrete Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	14. Structures - Structural Steel Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	15. Structures - Segmental Concrete Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	16. Structures - Movable Span		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	17. Structures - Retaining Walls		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	18. Structures - Miscellaneous		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	19. Signing & Pavement Marking Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	20. Signing & Pavement Marking Plans		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	21. Signalization Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	22. Signalization Plans		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	23. Lighting Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	24. Lighting Plans		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	25. Landscape Architecture Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	26. Landscape Architecture Plans		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	27. Survey (Field & Office Support)		700	246	268	119	0	0	0	0	0	0	0	700	\$82,225	\$117.46	#DIV/0!
	28. Photogrammetry		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	29. Mapping		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	30. Terrestrial Mobile LIDAR		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	31. Architecture Development		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	32. Noise Barriers Impact Design Assessment		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	33. Intelligent Transportation Systems Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	34. Intelligent Transportation Systems Plans		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	35. Geotechnical		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
	Total Staff Hours		700	246	268	119	0	0	0	0	0	0	0	700	\$82,225	\$117.46	#DIV/0!
	Total Staff Cost		\$0.00	\$12,474.00	\$23,492.30	\$27,708.68	\$81,591.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,225.00	\$117.46	#DIV/0!

Survey Field Days by Subconsultant
4 - Benson Creek

BALARY RELATED COSTS:
OVERHEAD

SALARY RELATED COSTS:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee
2. Manually enter fee from each subconsultant. Unused subconsultant rows n

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Survey (Field - # by Prime)	days (B)	days (B)	1.808.91 / day	\$218.811.76
130	5	1.808.91		

SUBTOTAL ESTIMATED FEE:

1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682,

Category	Value
Supplies	\$10.00
Travel	\$10.00
Meals	\$10.00
Accommodation	\$10.00
Transportation	\$10.00
Communication	\$10.00
Medical	\$10.00
Personal	\$10.00
Other	\$10.00
Total	\$100.00

Subcontract: Sub 2	\$0.00
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Subcontract:	Sub 3	
		\$0.00

Subcontract: Sub 4 \$0.00

Subcomponent: Sub 6 \$0.00

Subcontract: Sub 6

Signature	Date
	06/06
	06/06

Year	Number of cases	Percentage of total cases
1990	1,000	10.0%
1991	1,200	12.0%
1992	1,500	15.0%
1993	1,800	18.0%
1994	2,000	20.0%
1995	2,200	22.0%
1996	2,500	25.0%
1997	2,800	28.0%
1998	3,000	30.0%
1999	3,200	32.0%
2000	3,500	35.0%
2001	3,800	38.0%
2002	4,000	40.0%
2003	4,200	42.0%
2004	4,500	45.0%
2005	4,800	48.0%
2006	5,000	50.0%
2007	5,200	52.0%
2008	5,500	55.0%
2009	5,800	58.0%
2010	6,000	60.0%
2011	6,200	62.0%
2012	6,500	65.0%
2013	6,800	68.0%
2014	7,000	70.0%
2015	7,200	72.0%
2016	7,500	75.0%
2017	7,800	78.0%
2018	8,000	80.0%
2019	8,200	82.0%
2020	8,500	85.0%
2021	8,800	88.0%
2022	9,000	90.0%
2023	9,200	92.0%
2024	9,500	95.0%
2025	9,800	98.0%
2026	10,000	100.0%

Item	Quantity	Unit Price	Total Price
1.000	1.000	1.000	1.000
2.000	2.000	2.000	2.000
3.000	3.000	3.000	3.000
4.000	4.000	4.000	4.000
5.000	5.000	5.000	5.000
6.000	6.000	6.000	6.000
7.000	7.000	7.000	7.000
8.000	8.000	8.000	8.000
9.000	9.000	9.000	9.000
10.000	10.000	10.000	10.000
11.000	11.000	11.000	11.000
12.000	12.000	12.000	12.000
13.000	13.000	13.000	13.000
14.000	14.000	14.000	14.000
15.000	15.000	15.000	15.000
16.000	16.000	16.000	16.000
17.000	17.000	17.000	17.000
18.000	18.000	18.000	18.000
19.000	19.000	19.000	19.000
20.000	20.000	20.000	20.000
21.000	21.000	21.000	21.000
22.000	22.000	22.000	22.000
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25.000	25.000	25.000	25.000
26.000	26.000	26.000	26.000
27.000	27.000	27.000	27.000
28.000	28.000	28.000	28.000
29.000	29.000	29.000	29.000
30.000	30.000	30.000	30.000
31.000	31.000	31.000	31.000
32.000	32.000	32.000	32.000
33.000	33.000	33.000	33.000
34.000	34.000	34.000	34.000
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36.000	36.000	36.000	36.000
37.000	37.000	37.000	37.000
38.000	38.000	38.000	38.000
39.000	39.000	39.000	39.000
40.000	40.000	40.000	40.000
41.000	41.000	41.000	41.000
42.000	42.000	42.000	42.000
43.000	43.000	43.000	43.000
44.000	44.000	44.000	44.000
45.000	45.000	45.000	45.000
46.000	46.000	46.000	46.000
47.000	47.000	47.000	47.000
48.000	48.000	48.000	48.000
49.000	49.000	49.000	49.000
50.000	50.000	50.000	50.000
51.000	51.000	51.000	51.000
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65.000	65.000	65.000	65.000
66.000	66.000	66.000	66.000
67.000	67.000	67.000	67.000
68.000	68.000	68.000	68.000
69.000	69.000	69.000	69.000
70.000	70.000	70.000	70.000
71.000	71.000	71.000	71.000
72.000	72.000	72.000	72.000
73.000	73.000	73.000	73.000
74.000	74.000	74.000	74.000
75.00			

Subconstant: Sub 9

Subcomponent		
		\$0.00

Subcontract: Sub 11 \$0.00

Subcontract: Sub 12 **\$0.00**

SUBTOTAL ESTIMATED FEE: \$301,038.42

Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED EPS:

National Bonds

Category	Amount
Original Balance	\$0.00
Change	\$0.00
Total	\$0.00

GRAND TOTAL ESTIMATED FEE: **\$301,036.42**

7/29/2015 1:

ESTIMATE OF WORK EFFORT - COST - PRIME CONSULTANT

Name of Project: SR 406 Widening from SR 417 to Abilaya Trail
 County: Orange
 FPN: 406-126
 FAP No.: N/A

Consultant Name: RS&H Inc
 Consultant No.: 7302015
 Date: 7/30/2015
 Estimator: R. Gonzalez

Staff Classification	Staff	Project Manager	QA/QC	Chief Engineer	Sr. Project Engineer	Engineer/Designer	Architect	CADD Technician	Clerical	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	34	31	0	0	0	0	0	0	0	0	0	0	0	0	0	34	\$2,959	\$86.21
4. Roadway Analysis	288	15	15	0	30	120	0	120	0	0	0	0	0	0	0	300	\$12,820	\$42.07
5. Roadway Plans	114	6	6	0	11	46	0	46	0	0	0	0	0	0	0	115	\$4,852	\$42.19
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tests, Dwg, Non-Tech.	314	16	16	0	79	110	0	84	0	0	0	0	0	0	0	315	\$14,031	\$44.54
10. Structures - Bridge Development Report	246	12	12	0	62	87	0	74	0	0	0	0	0	0	0	247	\$10,858	\$44.37
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	972	49	49	0	243	340	0	292	0	0	0	0	0	0	0	973	\$43,282	\$44.48
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	306	15	31	0	77	107	0	77	0	0	0	0	0	0	0	307	\$14,338	\$46.70
19. Signing & Pavement Marking Analysis	937	19	47	0	94	403	0	375	0	0	0	0	0	0	0	938	\$39,312	\$40.84
20. Signing & Pavement Marking Plans	784	16	39	0	78	337	0	314	0	0	0	0	0	0	0	784	\$32,008	\$40.82
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	755	15	36	38	161	78	188	248	0	0	0	0	0	0	0	759	\$32,849	\$43.19
32. Noise Barrier Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	4,793	194	253	38	825	1,629	189	1,841	3	0	0	0	0	0	0	4,789	\$205,705.26	\$43.13

Check #	\$205,705.26
Salary Related Costs:	
Overhead:	178.05%
Salary Plus Overhead Total	
Profit:	11.51%
Lump Sum Expenses:	
Travel (From Tampa)	
Total Estimated Fee:	\$842,304.35

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 408 Widening - SR 417 to Alafaya Trail
 County: Orange
 FPN: 408-128
 FAP No.: N/A

Consultant Name: WBQ
 Consultant No.: 7302015
 Date: 7/30/2015
 Estimator: WBQ

Staff Classification	Hours From Summary - Firm	Principal	Project Manager	Chief Engineer	Sr. Utility Coordinator	Sr. Project Engineer	Project Engineer	Contract Coordinator	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	26	\$86.56	\$72.86	\$92.25	\$52.02	\$43.72	\$32.87	\$24.24	\$48.25	\$30.87	\$22.00	28	\$1,841	\$69.31
4. Roadway Analysis	1,739	17	87	435	0	678	435	87	0	0	0	1,739	\$80,880	\$46.50
5. Roadway Plans	1,136	11	57	284	0	444	284	56	0	0	0	1,136	\$52,637	\$46.51
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
7. Utilities	224	0	0	0	112	0	101	11	0	0	0	224	\$9,393	\$41.93
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
9. Structures - Misc. Tests, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
16. Structures - Moveable Span	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
27. Survey (Field & Office Support)	216	0	0	0	0	0	0	0	22	22	108	152	\$4,117	\$27.08
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
Total Staff Hours	3,343	28	168	724	112	1,122	820	155	22	22	108	3,279	\$149,147.36	\$46.49
Total Staff Cost		\$2,423.68	\$12,111.36	\$45,069.00	\$5,628.24	\$48,053.84	\$26,789.40	\$3,757.20	\$1,081.50	\$678.14	\$2,376.00		\$149,147.36	

Survey Field Days by Subconsultant
 4 - Person Crew 59

SALARY RELATED COSTS:
 OVERHEAD RATE:
 SUBTOTAL:
 PROFIT
 SUBTOTAL ESTIMATED FEE:

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Survey (Field) 59
 SUBTOTAL ESTIMATED FEE:
 Subconsultant: Sub 1
 Subconsultant: Sub 2
 Subconsultant: Sub 3
 Subconsultant: Sub 4
 Subconsultant: Sub 5
 Subconsultant: Sub 6
 Subconsultant: Sub 7
 SUBTOTAL ESTIMATED FEE:
 Geotechnical Field and Lab Testing
 SUBTOTAL ESTIMATED FEE:
 Optional Services
 GRAND TOTAL ESTIMATED FEE:

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 408 Widening from SR 417 to Alafaya Trail
 County: Orange
 FPN: 408-128
 Consultant Name: AVCON, INC.
 Consultant No.: enter consultants proj. number
 Date: 7/30/2015
 Estimator: Rick B.

Staff Classification	Total Staff Hours From Summary - Fmt	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	CADD Tech/ Designer	Admin	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permit, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	70	4	11	21	14	14	8	1	0	0	0	0	0	71	\$3,198	\$45.05
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	420	21	63	126	84	84	34	8	0	0	0	0	0	420	\$18,768	\$44.68
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	490	25	74	147	98	98	40	9	0	0	0	0	0	491	\$21,984.95	\$44.74

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Salary Related Costs:
 OVERHEAD:
 PROFIT
 PCCM (Facilities Capital Cost Money):
 EXPENSES:
 Survey (Field - T by Prime)
 SUBTOTAL ESTIMATED FEE:
 Subconsultant Sub 1
 Subconsultant Sub 2
 Subconsultant Sub 3
 Subconsultant Sub 4
 Subconsultant Sub 5
 Subconsultant Sub 6
 Subconsultant Sub 7
 Subconsultant Sub 8
 Subconsultant Sub 9
 Subconsultant Sub 10
 Subconsultant Sub 11
 Subconsultant Sub 12
 SUBTOTAL ESTIMATED FEE:
 Geotechnical Field and Lab Testing
 SUBTOTAL ESTIMATED FEE:
 Optional Services
 GRAND TOTAL ESTIMATED FEE:

Check = \$21,984.95

ESTIMATE OF WORK EFFORT - COST - PRIME CONSULTANT

Name of Project: SR 403
County: Orange
FPM: 0
FAP No.: 101600

Consultant Name: EPG Engineering
Consultant No.: enter consultants proj. number
Date: 7/27/2015

Staff Classification	Total Staff Hours From SH Summary Form	Principal Engineer A	Engineer B	Staff Classification 1	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	\$150.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signaling & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	128	90	38	0	0	0	0	0	0	0	0	0	0	0	0	128	\$17,300	\$135.16
24. Lighting Plans	39	27	12	0	0	0	0	0	0	0	0	0	0	0	0	39	\$5,250	\$134.82
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	167	117	50	0	0	0	0	0	0	0	0	0	0	0	0	167	\$22,650.00	\$135.03
Total Staff Cost		\$17,550.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$22,650.00	

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:
OVERHEAD: 0%
OPERATING MARGIN: 0%
FCM (Facilities Capital Cost Money): 0.00%
EXPENSES: 0.00%
Survey (Field - if by Prime) 0 \$ / day
SUBTOTAL ESTIMATED FEE: \$22,650.00
Subconsultant: Enter Name Sub 1 \$0.00
Subconsultant: Sub 2 \$0.00
Subconsultant: Sub 3 \$0.00
Subconsultant: Sub 4 \$0.00
Subconsultant: Sub 5 \$0.00
Subconsultant: Sub 6 \$0.00
Subconsultant: Sub 7 \$0.00
Subconsultant: Sub 8 \$0.00
Subconsultant: Sub 9 \$0.00
Subconsultant: Sub 10 \$0.00
Subconsultant: Sub 11 \$0.00
Subconsultant: Sub 12 \$0.00
SUBTOTAL ESTIMATED FEE: \$22,650.00
Geotechnical Field and Lab Testing \$0.00
SUBTOTAL ESTIMATED FEE: \$22,650.00
Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$22,650.00

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Mobile LIDAR MAPPING

Consultant: DRMP
ACA Proposal #: 17262

Date: 7/28/2015

Estimator's Name: Aerial Cartographics of America, Inc.

Job Name: SR 408

From: SR 417

To: Alafaya Trail

Length: 7.2 miles

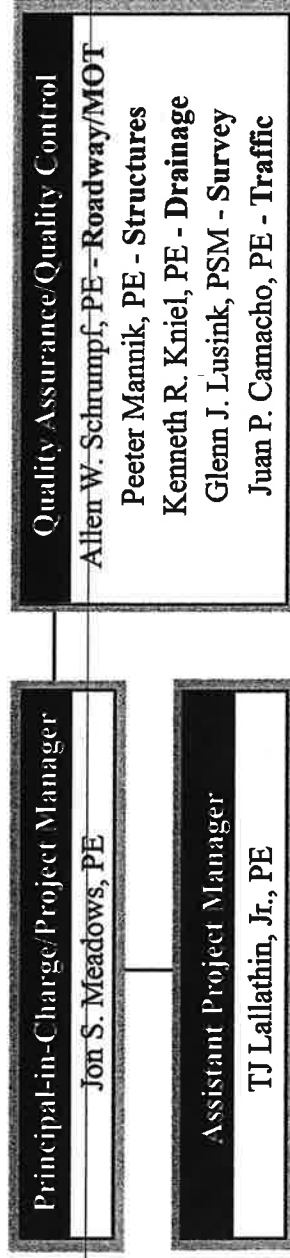
	Mobile LIDAR Item	Scale 1" =	Unit	No. of Unit	Price per Unit	Total Cost	Comments
1	LIDAR Mission Planning (MOC Item D.1.)		Mile	29.4	\$324.60	\$9,543.24	Scan miles
2	Mobile LiDAR Acquisition Full Day (MOC Item E.1.)		Day	1	\$16,000.00	\$16,000.00	
3	LIDAR Mission Data Processing (MOC Item F.1.a.)		Mile	29.4	\$457.00	\$13,435.80	
4	LIDAR Survey Report (MOC Item F.1.b.)		Each	1	\$1,193.00	\$1,193.00	
5	LIDAR Point Cloud Classification Urban (MOC Item F.1.d.)		Mile	11.9	\$1,372.00	\$16,326.80	Corridor miles
6	Project Management, Coordination & Support (per PSM Loaded Rate)		Hour	56	\$163.66	\$9,164.96	Includes Tasks 30.16 thru 30.19
TOTAL FEES						\$65,663.80	

Prepared by: Patrick Senne, PSM, Vice President

Date: July 27, 2015

EXHIBIT D

PROJECT ORGANIZATIONAL CHART



Roadway Design	Toll Plaza Facilities	ITS	Drainage Design/Permitting
Thomas G. Caffery, PE Corey M. Bloxam, EI Anthony J. Smith Paul Markel, PE	Nicole M. Jeffers, PE	Nicholas D. DeVito, PE Jim W. Highland, PE	Donald W. Brown, PE Chad A. Croft, PE
Maintenance of Traffic	Utility Coordination	Public Involvement Support	Scheduling & Project Control
Troy Vargas, PE Gail Woods, PE	Dan Angel, CCS	TJ Lallathin, Jr., PE Lisa M. Lanman, AICP	John R. Burkett, PE
Structures	Geotechnical	Signalization	Design Survey/SUE
TJ Lallathin, Jr., PE Joseph A. Roberts, PE Peter Rogas, PE Justin P. Wellborn, PE Rick Baldocchi, PE	Peter G. Suah, PE Bill L. Fox, PE Colin Jewsbury, PE	William E. Moss, PE	Allen L. Quickel, PSM Steve Kuda, PSM, PPS Danny Williams, III, PSM, LEED AP Eli Donaldson, PSM
	Signing & Markings	Electrical Engineering	
	Renato J. Gonzalez, PE	Mohsen Faraji-Tajrishi, PE	
	Lighting		
	Jim W. Highland, PE Brandon Beaver		

SUBCONSULTANTS:

Aerial Cartographic of America, Inc.

Ardaman & Associates, Inc.

Antillian Engineering Associates, Inc.

AVCON, Inc.

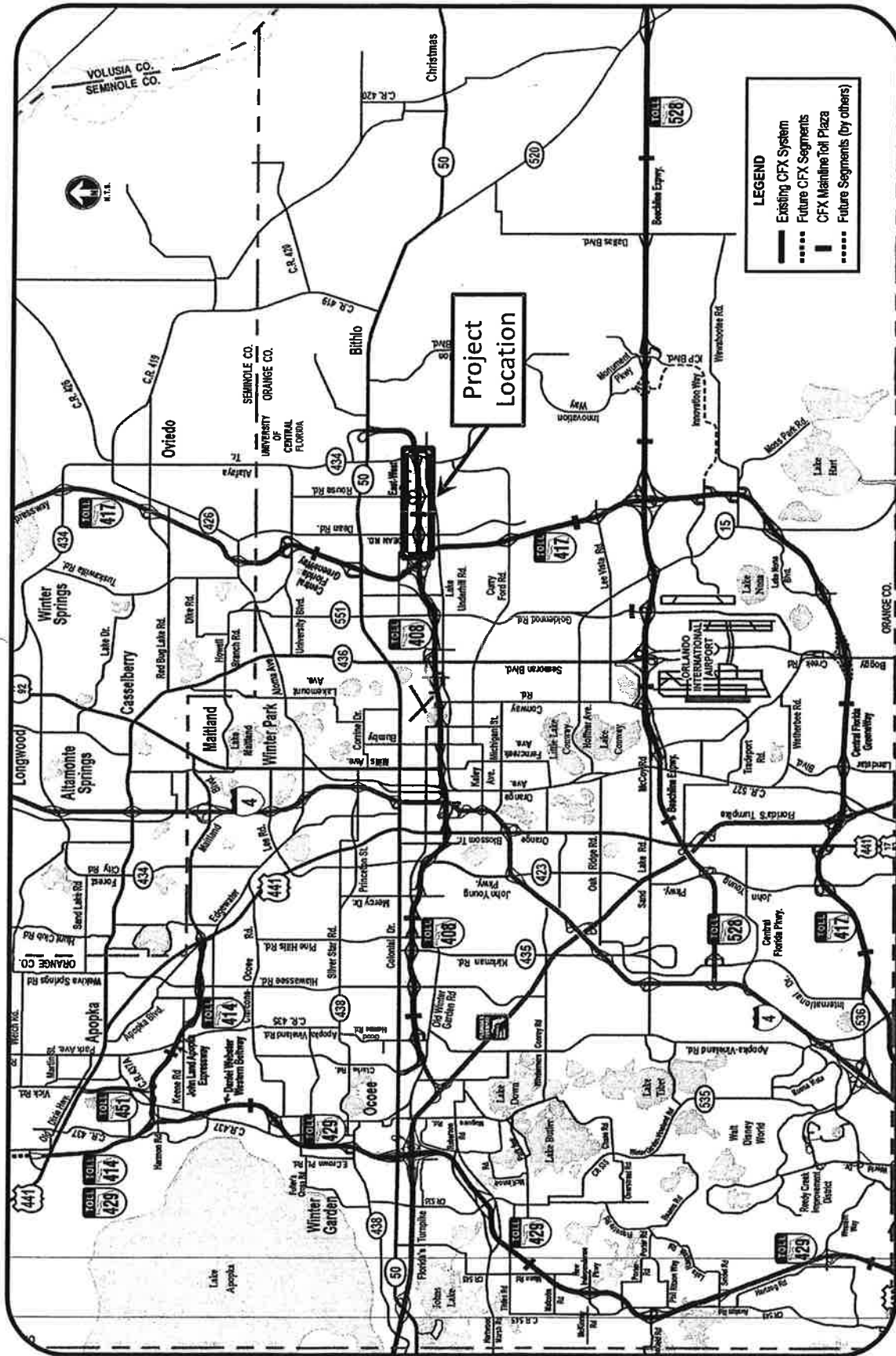
EPG Engineering

RS&H, Inc.

WBQ Design & Engineering, Inc.

EXHIBIT E

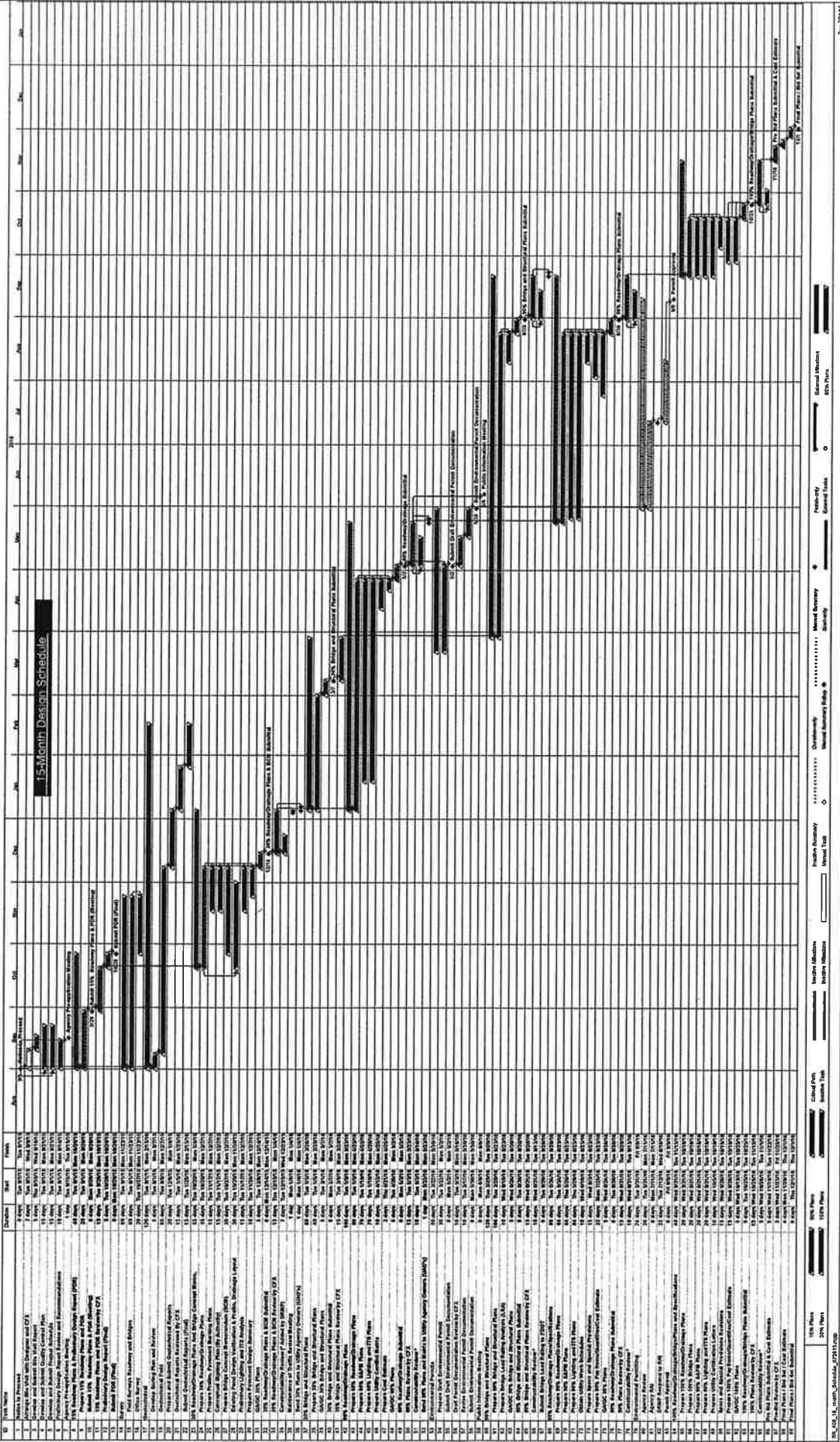
PROJECT LOCATION MAP



Central Florida Expressway Authority
SR 408 Widening from SR 417 to Alafaya Trail (Project 408-128)

EXHIBIT F
SCHEDULE

SR 408 Widening Project 408-128




CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Sprint Fiber Optic Relocation Agreement
Project No. 253F

Sprint Communications Company L.P., is a tenant occupying one conduit in the Authority's duct bank along the East side of S.R. 417 between Curry Ford Road and S.R. 408 which includes the project limits for 253F. Sprint and the Authority entered into an agreement dated May 24, 2001, entitled "Fiber Optic Conduit License Agreement between Orlando-Orange County Expressway Authority and Sprint Communications Company L.P.". The agreement stipulates the terms and conditions between the parties allowing for Sprint's use of the Authority's duct bank. Article 14.04 of the agreement addresses relocation of the Authority's fiber optic network and states in part that the "Authority reserves the right to relocate the License area to accommodate modifications to the Authority's Conduit System or to its tolled roadway system. However, such relocation shall be at the Authority's sole cost and shall occur in a manner not materially interfering in an adverse way with Licensee's use rights herein provided."

Authority Project No. 253F, which is scheduled to be advertised for construction bids on August 2, 2015, will provide the relocation required for the Sprint fiber optic duct bank between Curry Ford Road and S.R. 408 in order to accommodate the Authority's construction improvements. While the Authority has the responsibility to pay the cost of these this relocation, Sprint has indicated a desire to perform the work themselves and be reimbursed by the Authority. The Board has previously authorized this type of arrangement for previous relocations involving the same lease.

Board approval is requested to enter into an agreement with Sprint for the not-to-exceed amount of \$124,000.00 to reimburse Sprint for the cost of performing the relocation. This amount includes a contingency of approximately 15% which should be sufficient to cover any unforeseen field conditions. Sprint will only be paid final actual cost as confirmed by the Authority's representative on the 253F project.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into and effective this _____ day of _____, 2015, by and between Sprint Communications Company L.P. (hereinafter referred to as "Sprint"), whose mailing address is 6391 Sprint Parkway, Overland Park, Kansas 66251, Mail Stop: KSOPHT0101-Z2040 and Central Florida Expressway Authority (hereinafter referred to as "Authority" whose mailing address is 4974 ORL Tower Road, Orlando, FL 32807.

BACKGROUND:

- A. On or about May 31, 2001, Sprint and Authority entered into that certain Fiber Optic Conduit License Agreement (the "License Agreement") by which Sprint was granted a license to install fiber optic cable owned and maintained by Sprint in the Authority's conduit located within the right of way of State Road 417; and,
- B. Authority desires to build and construct the widening of State Road 417, as well as drainage work on the route of the Authority's right of way via Project 417-110, and Project 253F ("Projects"); and,
- C. As a result of the construction for the Projects, it is necessary for Sprint to relocate Sprint's fiber optic cable, in accordance with, and as more particularly described, in the attached Exhibit A (Scope of Work) and B (Cost Estimate), and incorporated herein; and,
- D. In accordance with section 14.04 of the License Agreement, the Authority has the right to relocate Sprint's fiber optic cable upon 120 days written notice to Sprint; and,
- E. The parties hereto agree that it is in their mutual best interest to have Sprint protect and relocate its fiber optic cable; and,
- F. Under the terms hereinafter stated, Sprint is willing to protect and permanently relocate its fiber optic cable within the Authority's right of way, in order to accommodate the Authority's work, provided Authority reimburses Sprint for all of its actual costs, both direct and indirect, in making such modifications; and,
- G. It is anticipated by the parties that the permanent relocation of the fiber optic cable shall be completed as completion of the Project allows, most likely in the Fall or Winter of 2015.

AGREEMENT

In consideration of the promises and mutual covenants herein contained, Sprint hereby agrees to perform the necessary protection and permanent relocation work in accordance with the attached Exhibits A and B subject to the following terms and provisions:

1. The Authority agrees that Exhibits A and B represent the Scope of Work requested of Sprint.
2. Sprint agrees to coordinate all work hereunder with Authority and Authority agrees that it shall, at its own expense, inspect any construction by Sprint hereunder, to assure itself that Sprint work is being performed in compliance with the needs of the Authority. Sprint further agrees that, excluding delays that are not reasonably within Sprint's control, Sprint shall substantially complete the permanent relocation of the fiber optic cable as quickly as reasonably possible and in no event later than 120 days after receipt of the Authority's notice requiring Sprint to perform the permanent relocation.
3. The Authority agrees to bear all direct and indirect costs incurred by Sprint and relating to the above referenced protection and relocation work, including, but not limited to, labor, materials, construction, damages, administrative overhead, engineering review work, taxes and legal fees.

4. The total cost of the fiber optic cable Work is estimated to be One Hundred Seven Thousand Six Hundred Fifty Nine and 28/100 dollars (\$107,659.28) (as set forth on Exhibit B attached hereto and incorporated herein). Final actual costs may be more or less than such estimate, which will not be construed as a limitation of costs for the project. Sprint will promptly provide notice to Authority if it becomes obvious to Sprint that the final actual costs will exceed the foregoing by more than fifteen percent (15%).
5. Within a reasonable period of time after Sprint pays all of the invoices associated with the protection and relocation work and the as-built drawings are complete, Sprint will furnish an accounting of final actual costs and provide Authority an invoice of the same. Authority shall pay the full amount of such invoice within thirty (30) days after receipt.
6. Authority and Sprint mutually agree that all operations and work performed by Authority above or adjacent to the fiber optic cable location shall be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and government regulations, and in accordance with any restrictions and conditions that may be imposed by Sprint from time to time. Inasmuch as work on the Projects is located in areas of the right-of-way that do not conflict with the location of Sprint's fiber optic cable, the Authority shall be permitted to proceed with its work on the Projects during the relocation process. However, the Authority shall coordinate its work schedule on the Projects with Sprint's schedule in order to ensure that neither the Authority, nor its contractors, subcontractors or agents, cause damage to Sprint's fiber optic cable during and after the permanent relocation process.
7. Exclusive of Saturday, Sunday and legal holidays, notice must be given to Sprint by Authority, at least 48 hours in advance of commencement of any work on or adjacent to the fiber optic cable. The notice shall be given to Sprint at telephone number 1-800-521-0579.
8. If either party breaches any of the terms, covenants or provisions of this Agreement, and the other party commences litigation to enforce any provisions of this Agreement or the aforesaid License Agreement, the cost of attorney's fees and the attendant expenses will be payable to the prevailing party by the non-prevailing party upon demand.
9. Insofar as it legally may, each party agrees to indemnify and hold harmless the other party, its officers directors, agents and employees from all loss, claims, liability and costs incurred by the indemnified party, resulting from claims for damages to property or injuries to or death of persons, including judgments, court costs and attorney's fees relating thereto, which arise out of or are claimed to have arisen out of the acts or omissions of the indemnifying party, its contractors, agents, or employees with respect to the Projects and the relocation of the fiber optic cable, including the construction, maintenance, or other operations or activities of the indemnifying party.
10. It is expressly understood by the parties hereto that this Agreement does not modify the respective rights of the parties hereto pursuant to the License Agreement.
11. With the exception of the License Agreement, this Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the fiber optic cable permanent relocation work by and between Sprint and the Authority.
12. The terms of this Agreement shall be binding and inure to the benefits of the parties hereto and their successors and assigns.
13. Notwithstanding anything to the contrary contained herein, Sprint will not be required to perform any cable modification work contemplated by this Agreement during the period of November 15th of any year through January 2nd of the following year.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

SPRINT COMMUNICATIONS COMPANY L.P.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: : _____

DATE: : _____

WITNESS: _____

WITNESS: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

Exhibit A

SCOPE OF WORK

The Scope of Work for this project is the relocation approximately of 18,754 LF of the 108 Fiber Cable to a new permanent location with a new 108 Fiber Cable on SR 417 in the East ROW from Curry Ford Rd to SR 408 in the North ROW between existing MH109 at Ramp E Sta 406+00 on SR 417 (Project 417-110) to existing MH 1761 at Sta 178+42 on SR 408 (Project 253F). This relocation is due to the Central Florida Expressway Authority Projects 417-110 and 253F for SR 417 widening from two lanes to three lanes in each direction going North & South with median and new off ramps and drainage work. The construction on these projects will be work by the roadway contractor that is awarded the projects from Central Florida Expressway Authority. This project is 100% reimbursable from the Central Florida Expressway Authority to Sprint. The project is located on Sprint as-built numbers: 246-00-000-885-00064-1 of 1 to 00076-1 of 1.

Exhibit B

ESTIMATE

LABOR & MATERIAL

Material	\$17,308.51
-----------------	--------------------

Fiber Optic Cable

Splice Closures

Splice Trays

Heat Shrinks

Construction Labor	\$47,382.12
---------------------------	--------------------

Placing new 108 Fiber

Removing old Fiber

Contract Labor	\$21,340.00
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Inspector

Splicing

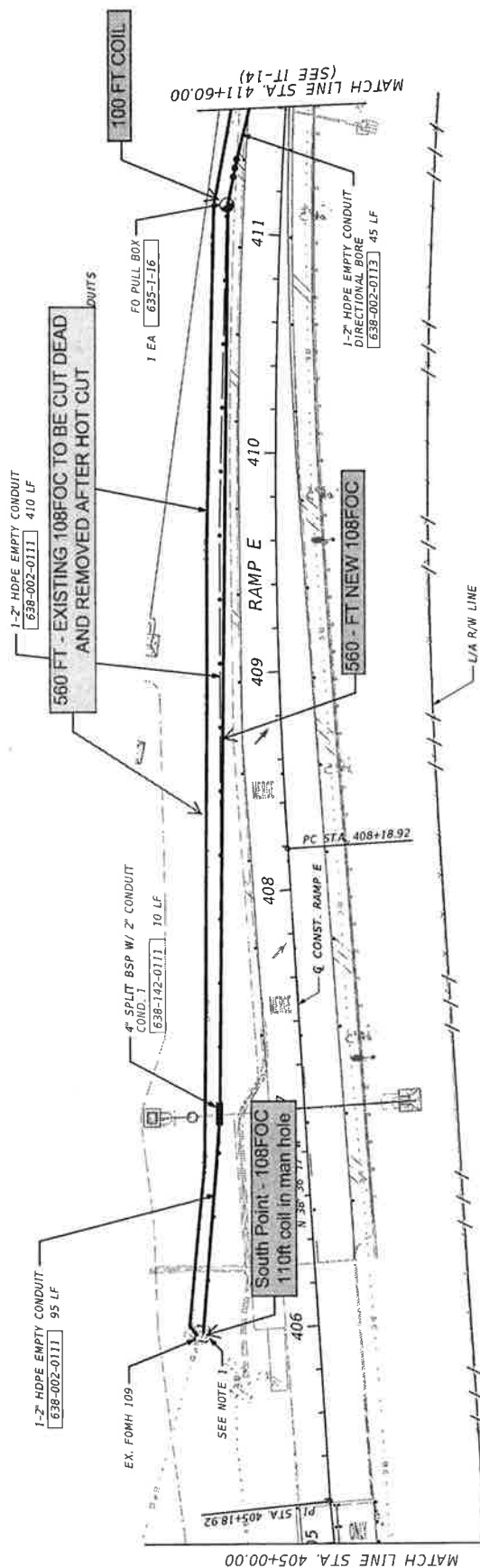
Tech's III for Cutover

Sprint Labor	\$21,628.65
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Drafting

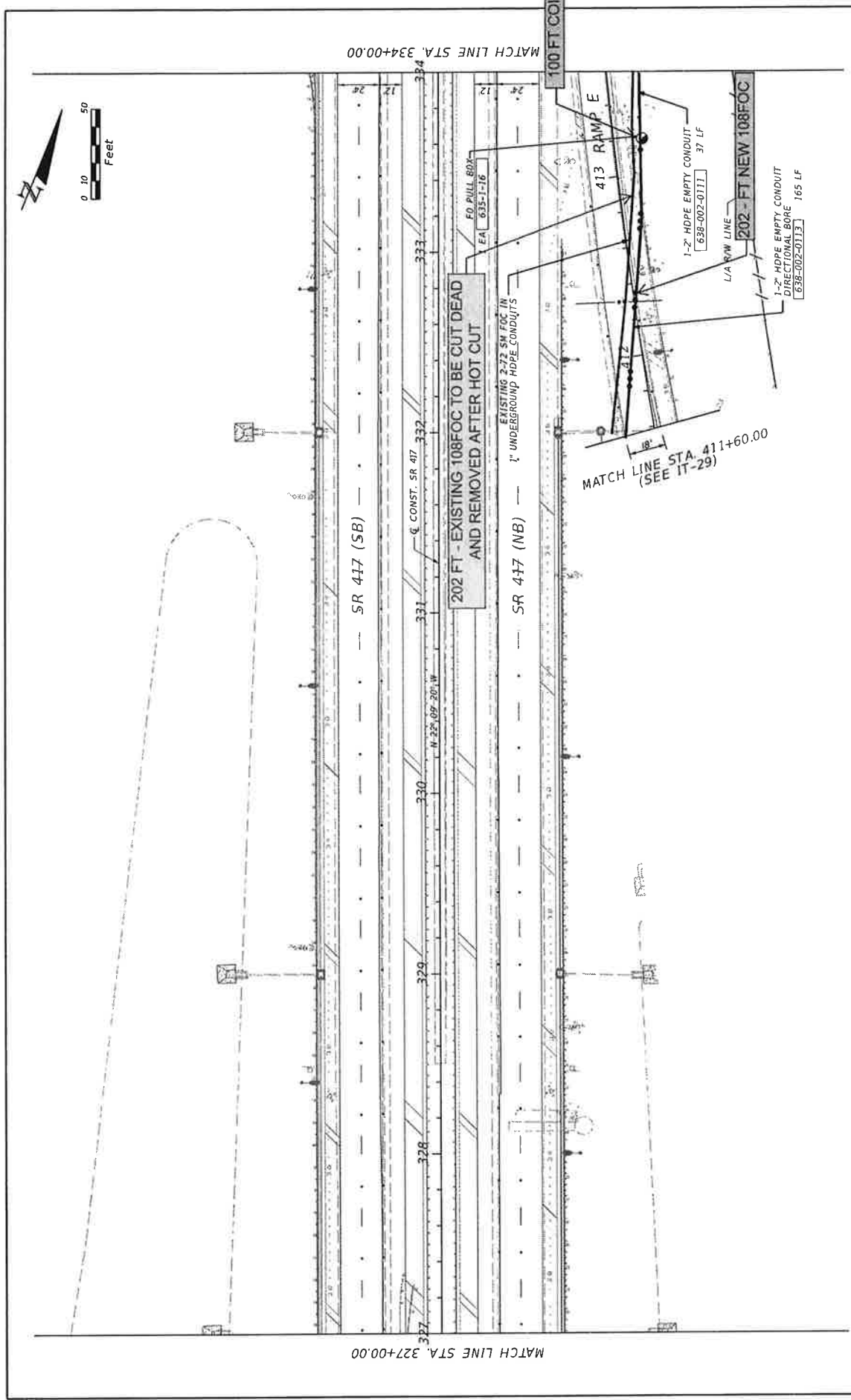
Project Engineer

Grand Total	\$107,659.28
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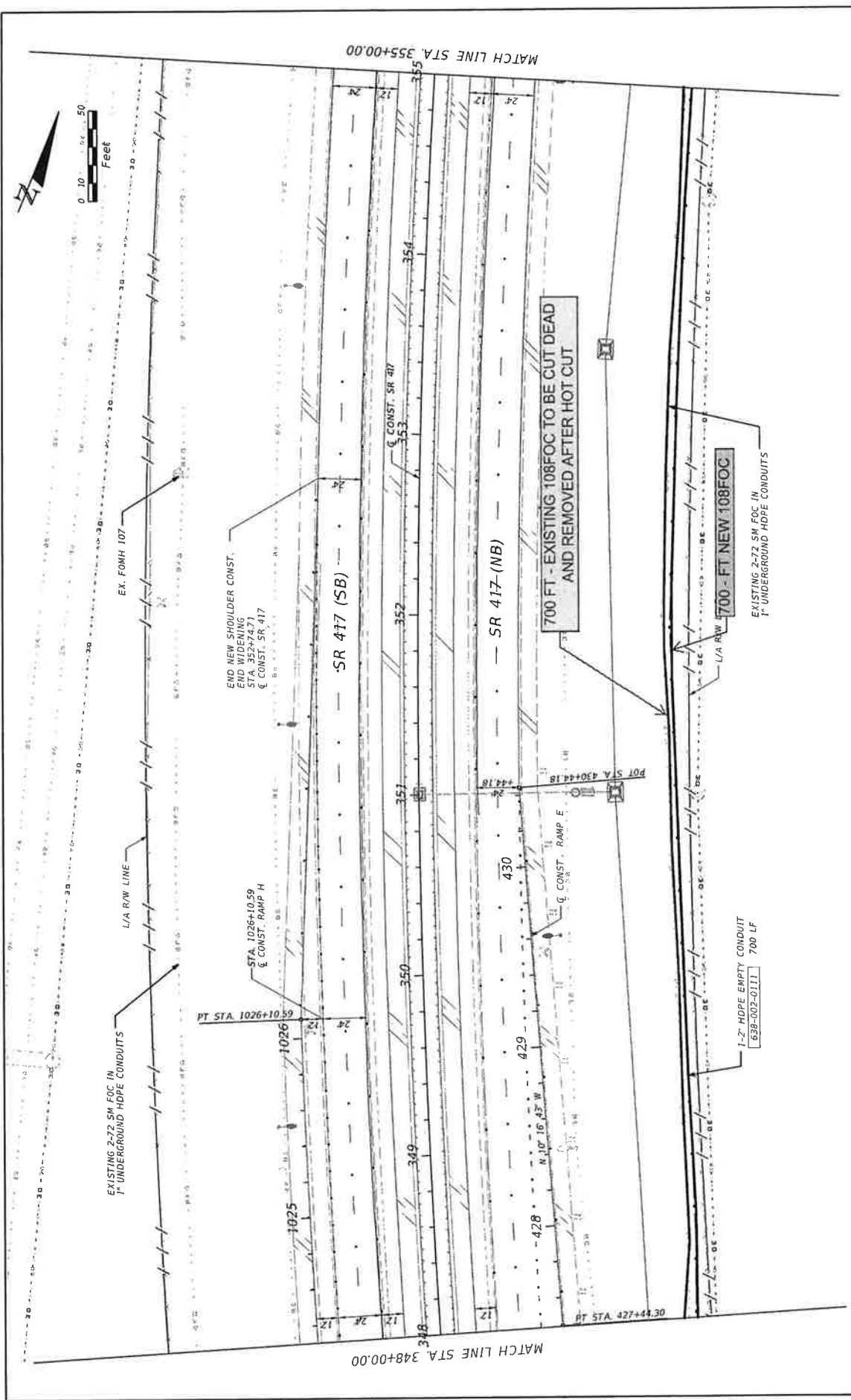


- NOTES:
1. CONTRACTOR TO UTILIZE EXISTING MANHOLE AND EXISTING 4" TERMINATOR OPENING ON SIDE WALL FOR 2" EMPTY CONDUIT.

REVISIONS		COUNTY		 URS ALEX MOUSADI P.E. LICENSE NO. 50764 URS CORPORATION 315 E. ROBINSON STREET, SUITE 245 ORLANDO, FL 32801-1949 PH(407) 422-0353 FAX(407) 423-2695 C.A. NO. 000002	 EXPRESSWAY AUTHORITY	<i>ITS PLAN SHEET</i> <i>STA. 405+00.00 TO 411+60.00</i>	SHEET NO.
DATE	DESCRIPTION	ROAD NO.	PROJECT ID				
DATE	DESCRIPTION	SR417	417-I10				
DATE	DESCRIPTION						



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DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	

URS

ALEX MOUSADI
P.E. LICENSE NO. 50764
URS CORPORATION
315 E. ROBINSON STREET, SUITE 245
CUMMINGS, ALABAMA 36021
PH (407) 422-0353 FAX (407) 423-2695
C.A. NO. 000002

COUNTY: ORANGE

PROJECT NO. SR417

PROJECT ID 417-110

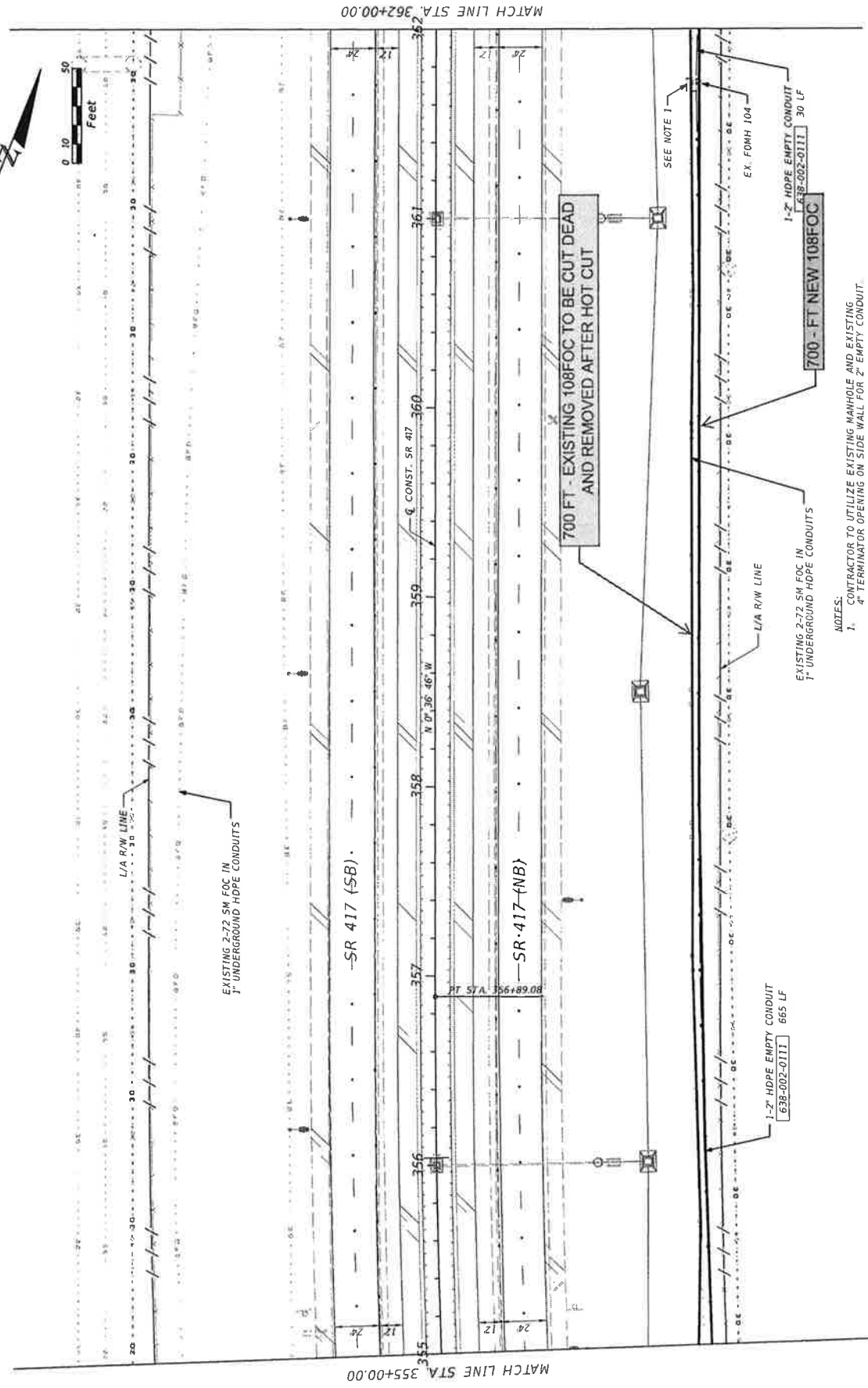
ITS PLAN SHEET

STA. 348-00.00 TO 355-00.00

SHEET NO. IT-17

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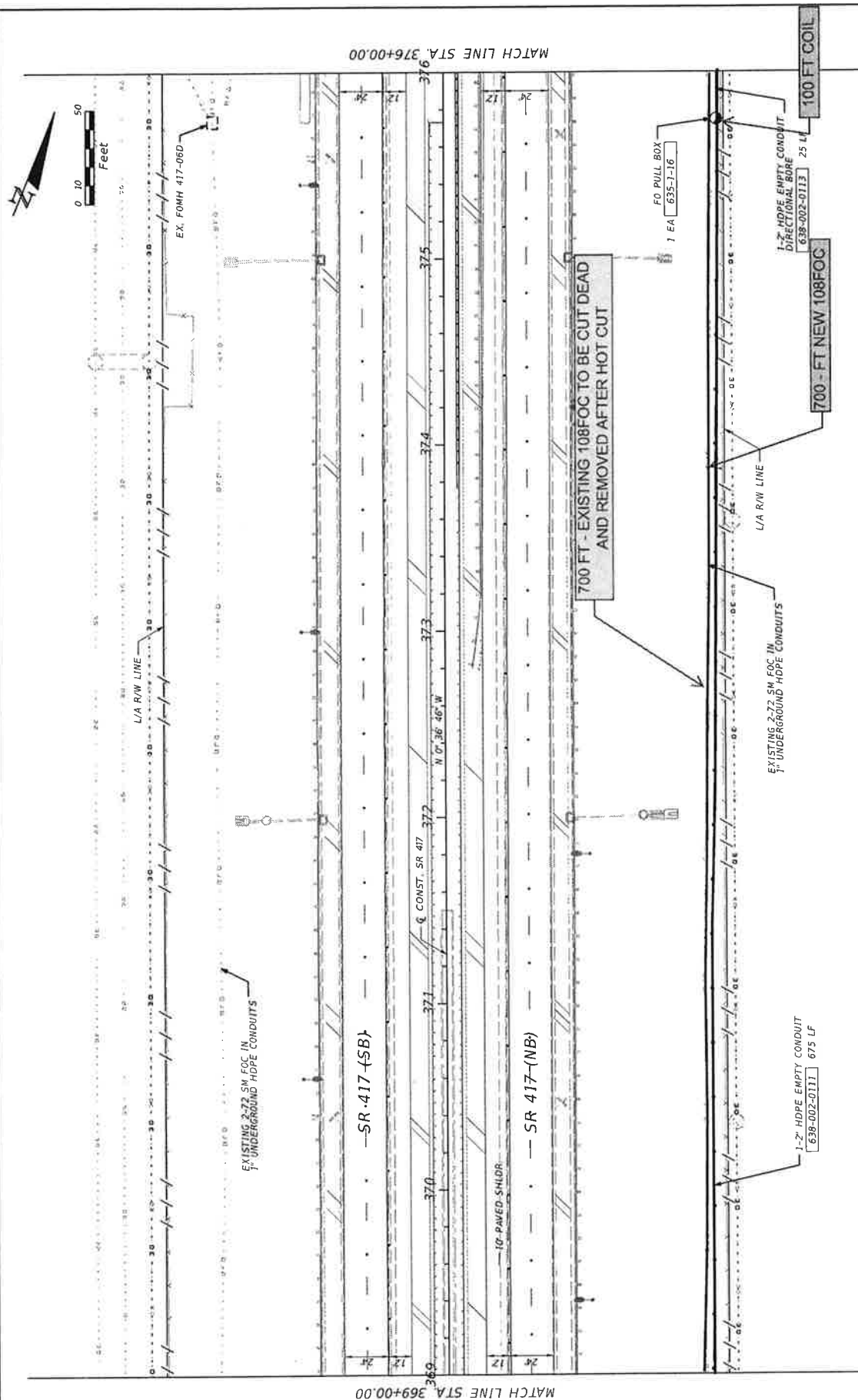
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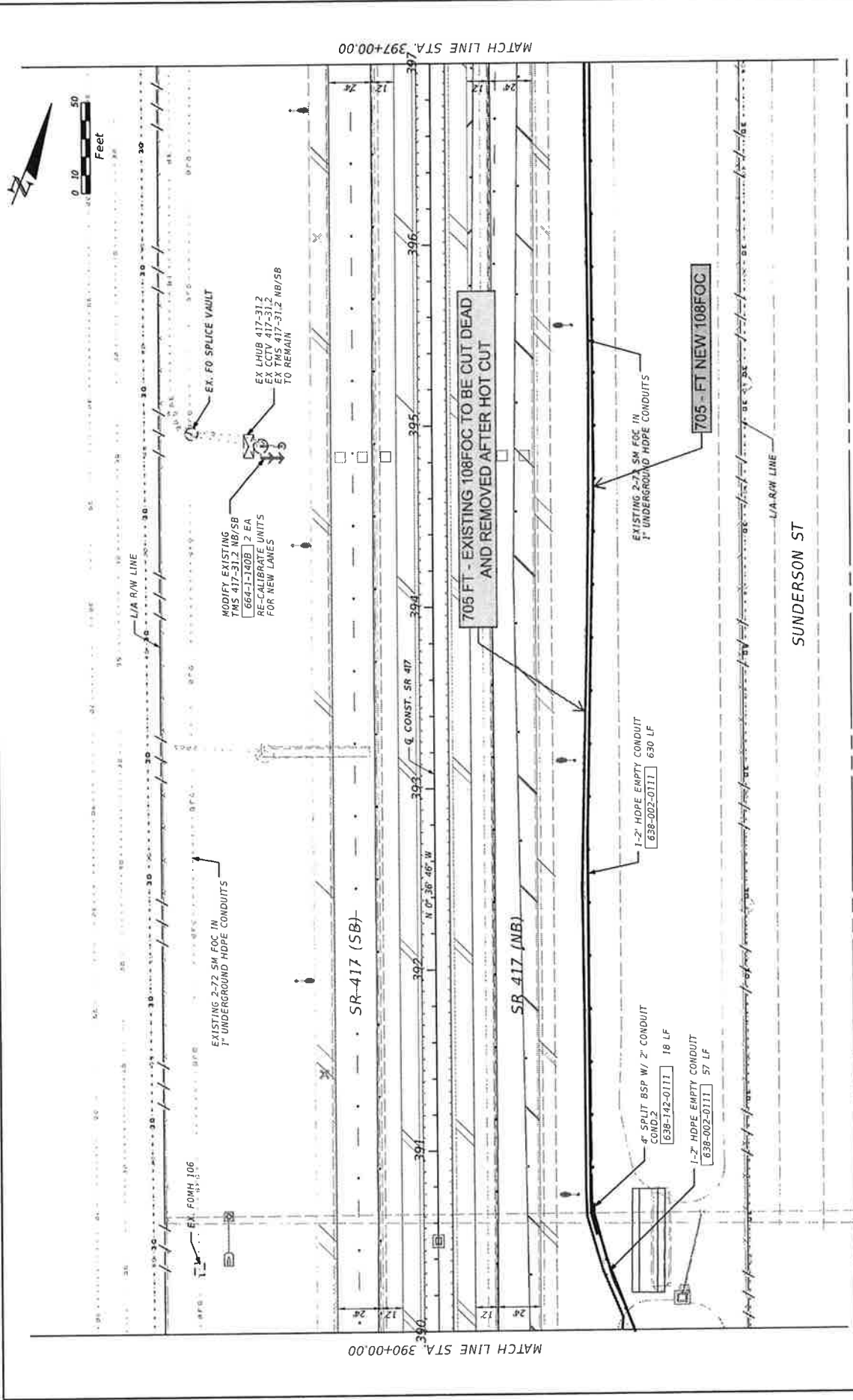
- NOTES:
1. CONTRACTOR TO UTILIZE EXISTING MANHOLE AND EXISTING 4" TERMINATOR OPENING ON SIDE WALL FOR 2" EMPTY CONDUIT.

DATE		REVISIONS		DESCRIPTION		COUNTY		PROJECT ID		SHEET NO.	
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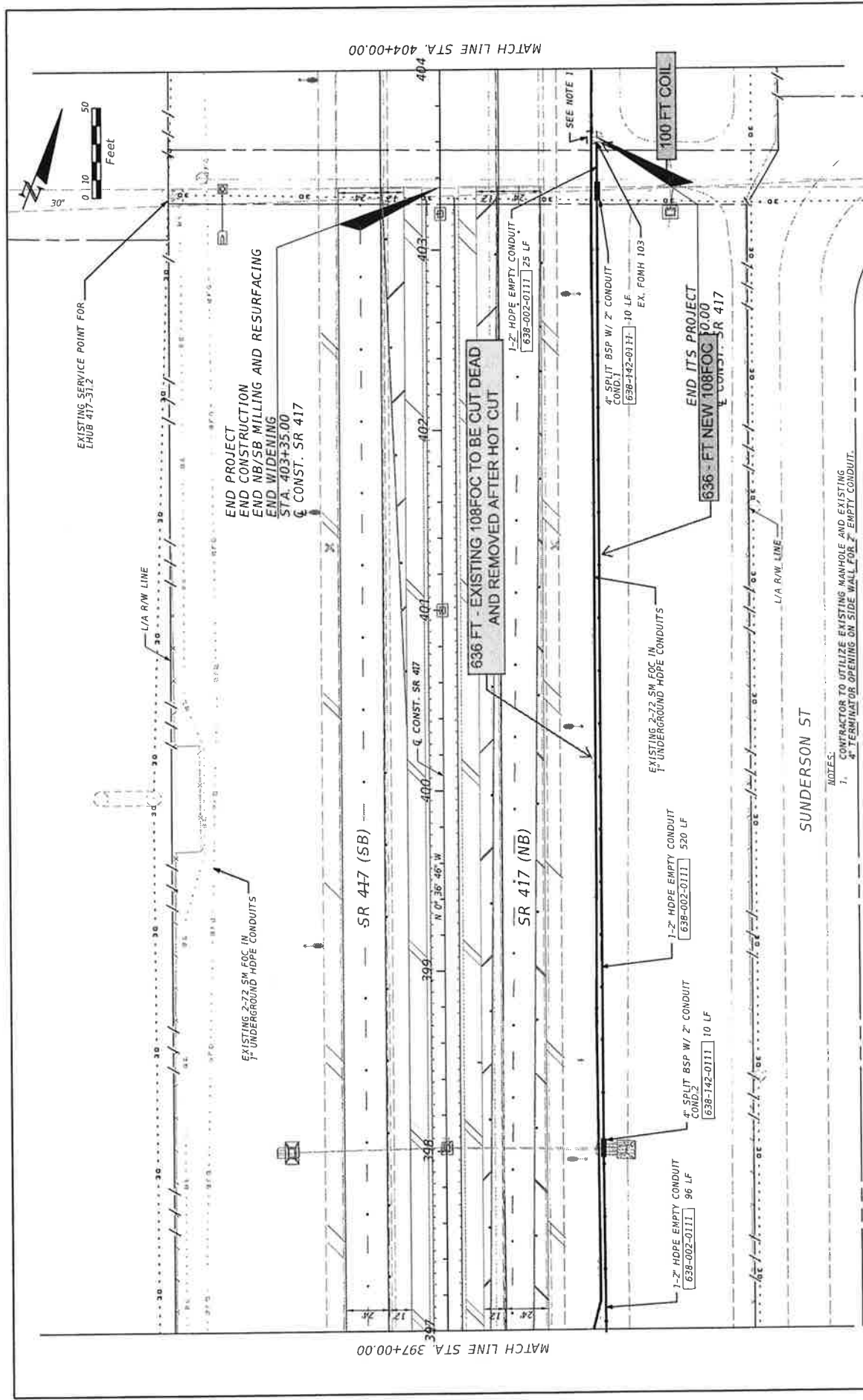
URS
ALEX MOUSADI
P.E. LICENSE NO. 50764
URS CORPORATION
315 E. ROBINSON STREET, SUITE 245
PLANO, TEXAS 75074
PH(407) 422-0353 FAX(407) 423-2695
C.A. NO. 000002

DATE	DESCRIPTION	DATE	DESCRIPTION





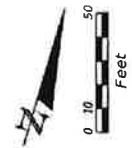
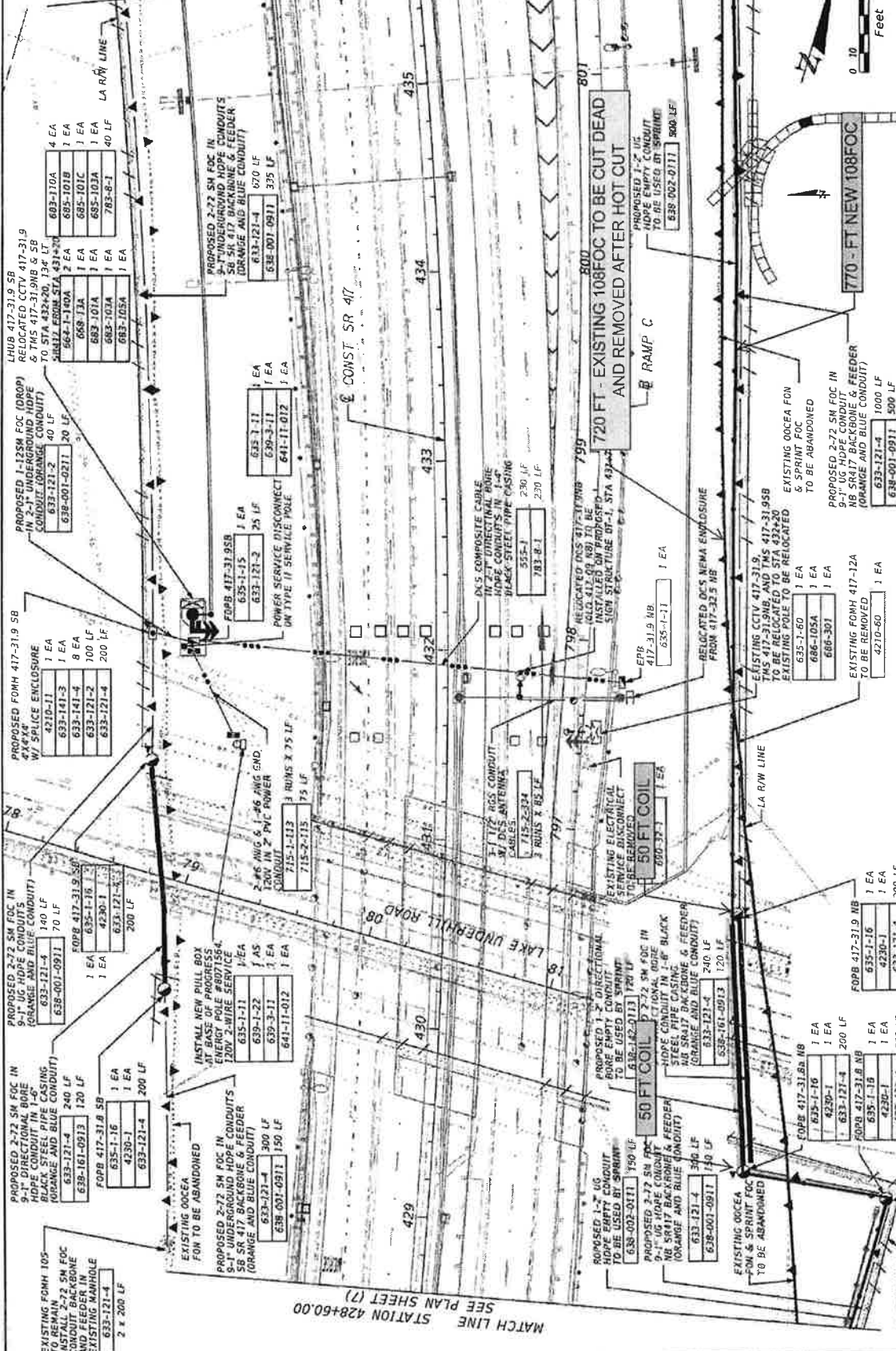
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		REVISED		DESCRIPTION		DATE	

MATCH LINE STATION 428+60.00
SEE PLAN SHEET (7)

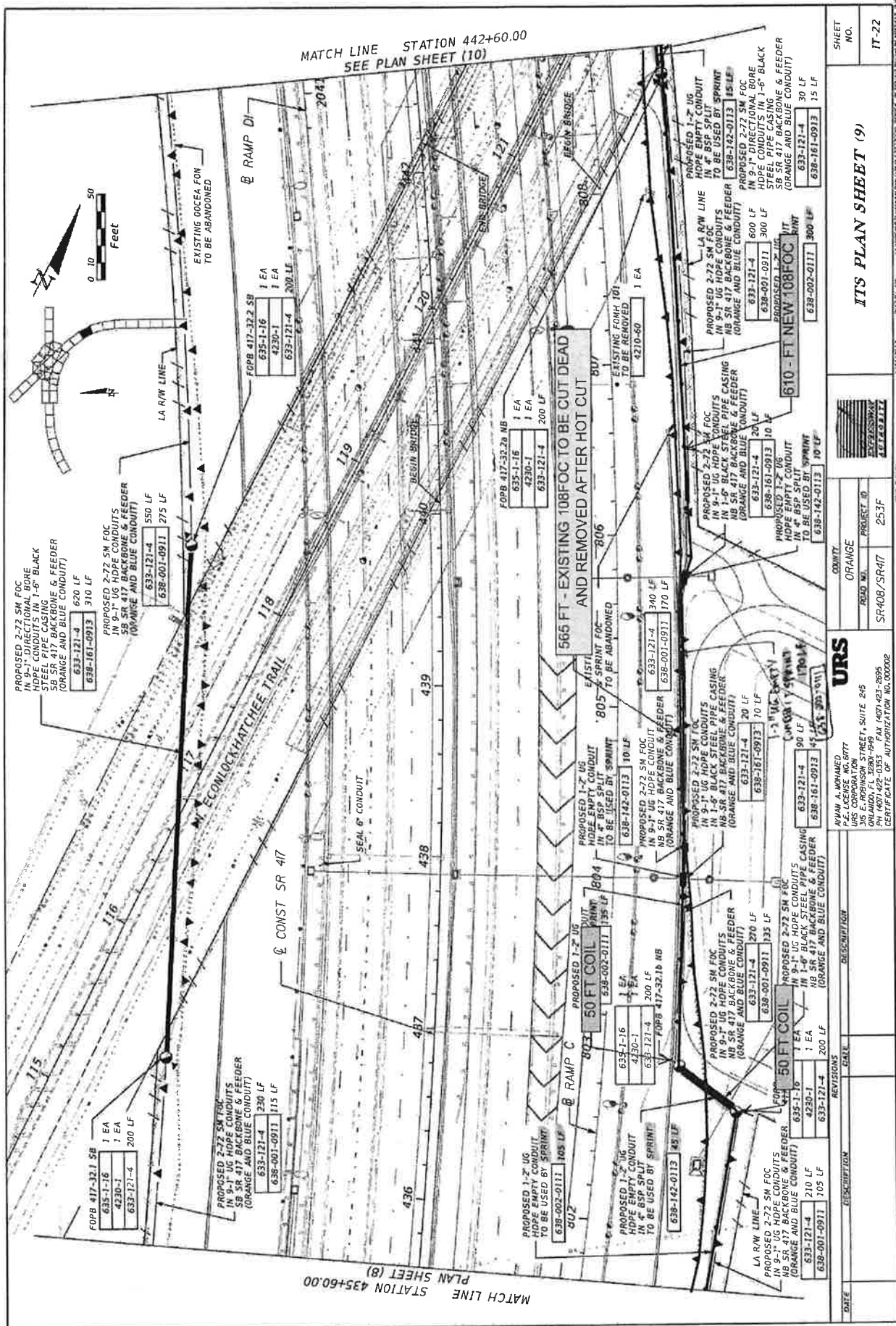
MATCH LINE STATION 435+60.00
SEE PLAN SHEET (9)



DATE	DESCRIPTION	REVISIONS	DATE
	100 FT COIL		

AVIAN A. MOHAMED P.E. LICENSE NO. 8177 JIS E. ROBINSON STREET, SUITE 245 ORLANDO, FL 32806-1949 ORLANDO, FL 32806-1949 CERTIFICATE OF AUTHORIZATION NO. 000002	URS	COUNTY ORANGE	PROJECT NO. SR408/SH417
			253F

ITS PLAN SHEET (8)		SHEET NO. 17-21
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ITS PLAN SHEET (9)

NO
SHEET

IT-22

**FIBER OPTIC CONDUIT LICENSE AGREEMENT
BETWEEN
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SPRINT COMMUNICATIONS COMPANY L.P.**

OR293557;10

May 24, 2001

ARN 47795; PN 110590

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FIBER OPTIC CONDUIT LICENSE AGREEMENT

PREAMBLE

THIS AGREEMENT, executed this ____ day of _____, 2001 (the "Effective Date"), between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, which has a place of business at 525 South Magnolia Avenue, Orlando, Florida 32801 (the "Authority"), and SPRINT COMMUNICATIONS COMPANY L.P. which has a place of business at 6391 Sprint Parkway, Mail Stop KSOPHT0101-Z2040, Overland Park, Kansas 66251-2040 ("Licensee").

WITNESSETH:

WHEREAS, the Authority has constructed and currently owns a fiber optic cable network and Conduit System; and

WHEREAS, the Conduit System currently contains or can be made to contain telecommunication capacity temporarily in excess of the amount needed to meet the Authority's current needs; and

WHEREAS, the Authority desires to coordinate and market such temporary excess capacity on a wholesale basis to telecommunications carriers in a competitively neutral and nondiscriminatory manner until all Conduit System capacity is needed by the Authority; and

WHEREAS, the Authority, by entering into this Agreement, intends and desires to comply fully with Section 253 of the Federal Telecommunications Act of 1996, to protect public safety and welfare, ensure the continued quality of telecommunication services and safeguard the rights of consumers; and

WHEREAS, nothing contained herein is intended to prohibit or to have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service or to prohibit entry to the Authority's Conduit System; and

WHEREAS, it is the intention of the parties hereto that all aspects of this Agreement be performed and effectuated in a competitively neutral and nondiscriminatory manner; and

WHEREAS, Licensee, in order to meet its telecommunication requirements, may need to place and maintain Communications Facilities within the Authority's Conduit System; and

WHEREAS, Licensee shall use such Communications Facilities to provide telecommunication services and carrying capacity to third party persons, including Communications Carriers; and

WHEREAS, the Authority proposes to provide access to its Conduit System to Licensee in accordance with and at the locations shown on the attached Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereby mutually covenant and agree as set forth herein.

Article 1 DEFINITIONS

- 1.01 Act. The Federal Telecommunications Act of 1996, as amended.
- 1.02 Affiliate. A subsidiary or parent of the Licensee, or an entity controlled by the Licensee, its parent or subsidiary.
- 1.03 Carrier's Carrier. An unregulated (not subject to registration with or governed by any public service commission) wholesale provider of telecommunication services and capacity to third parties, other than the general public.
- 1.04 Communications Carrier. A telecommunications carrier engaged in the business of accepting from (and transmitting between) members of the general public telecommunications information and data. Licensee is a Communications Carrier.
- 1.05 Communications Facilities. Any facility or equipment owned by the Authority, or owned or authorized for use by Licensee, or any sub-licensee, including, but not limited to, fiber optic cables, lit and dark fiber, SONET bandwidth and associated appliances such as amplifiers, power supply equipment and other signal transmission aparati used in connection with the use of the Authority's Conduit System.
- 1.06 Conduit Occupancy. Occupancy of a Conduit System by any item of Licensee's or a sub-licensee's Communications Facilities.
- 1.07 Conduit System. A combination of Ducts, subducts, conduits, Manholes/Handholes and vaults owned and controlled by the Authority and capable of containing Communications Facilities.
- 1.08 Duct/Innerduct. A single enclosed raceway used to house Communications Facilities.
- 1.09 Effective Date. The date upon which the last of the Authority and the Licensee execute this Agreement.
- 1.10 Governmental Entity. A unit, agency, department or division of local, county or state government, or an agency, special purpose district or other entity established or authorized by the Florida Legislature to perform a governmental function, and which has

been designated by the Authority as being qualified to receive telecommunication services or capacity in the Licensee's Communications Facilities. Generally, such use shall relate to or be in support of transportation functions or purposes.

- 1.11 Lawful Communications Purposes. The providing in a competitively neutral and nondiscriminatory manner any of the following:
- (a) access to the License Area;
 - (b) installation and maintenance of Communications Facilities in the License Area;
 - (c) coordination and marketing of telecommunications capacity within the License Area to third parties in a competitively neutral and nondiscriminatory basis;
 - (d) sub-licensing (and entering into sublicensing agreements, subject to Authority approval) of telecommunications capacity within the License Area;
 - (e) planning, design and construction of independent data network facilities;
 - (f) management of sublicensing agreements;
 - (g) coordination, marketing and provision of Wholesale Network Services and Value Added Services.
- 1.12 License Area. The portions of the Conduit System described on Exhibit "A" to which the License granted hereunder applies and within which all of Licensee's or sub-licensee's Communications Facilities shall be placed.
- 1.13 Make-Ready Work. All work, including, but not limited to, rearrangement or transfer of existing facilities or other changes required to accommodate Licensee's or sub-licensee's Communications Facilities in the Conduit System. Specific Make-Ready Work locations are described on Exhibit "B".
- 1.14 Manhole/Handholes. Subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining Communications Facilities.
- 1.15 Market Adjusted Fee. Commencing on the fifth (5th) anniversary date of the Effective Date (i.e., after five (5) years), and every five (5) years thereafter on each fifth (5th) anniversary date, either party may request the fees payable hereunder be adjusted to more accurately reflect the fair market value of the License Area and licensed Duct. The fees

thus adjusted shall be the "Market Adjusted Fee." If the parties cannot reach agreement in thirty (30) days regarding the new fee, the Market Adjusted Fee shall be determined by binding arbitration conducted by the American Arbitration Association under its Commercial Rules, with a single arbitrator conducting the arbitration in Orlando, Orange County, Florida. In determining the Market Adjusted Fee the arbitrator shall (at a minimum) take into account the yield the Authority ought to receive from the use of its right-of-way, the yield reasonably expected from a contemporaneous investment in a comparable Conduit System and the cost of obtaining a comparable right-of-use from a different source. If either party is not satisfied with the Market Adjusted Fee thus determined, such party may terminate this Agreement, exercised within sixty (60) days of Market Adjusted Fee determination. The parties shall share equally the fees payable to the arbitrator and the American Arbitration Association.

- 1.16 Periodic Inspection. Inspections conducted at irregular intervals on all or portions of the Conduit System, to determine that occupancies are authorized, and maintained in conformance with the required standards as set forth in this Agreement.
- 1.17 Value Added Services. Services which include building collocation space, providing interconnection services, data storage sites, carrier hotels, back office services, dark fiber protection, professional services and network operating center out sourcing.
- 1.18 Wholesale Network Services. The services which include dark fiber, bandwidth capacity, high speed data services (ATM, frame relay, and IP) and collocation services.

Article 2

SCOPE OF AGREEMENT

- 2.01 Grant of License. Subject to the provisions of this Agreement, the Authority grants to Licensee for any Lawful Communications Purpose, a license authorizing the placement of Licensee's or a sub-licensee's Communications Facilities in the "License Area" of the portion of the Authority's Conduit System described on Exhibit "A". During the term of this Agreement the Authority shall not hereafter grant to any other party a right to occupy the particular Duct (within the Authority's Conduit System) occupied by Licensee's or sub-licensee's Communications Facilities unless consented to by Licensee and any sub-licensee having Communications Facilities in such Duct. Duct crossing shall be permitted where/if commercially feasible. Notwithstanding the foregoing, Licensee acknowledges it has no exclusive right except with respect to the License Area, and the Authority reserves the right to make portions of the Conduit System outside the License Area available to third parties, including, but not limited to, competitors of Licensee.
- 2.02 No Construction by Authority. Nothing contained in this Agreement shall be construed to compel the Authority to construct, extend or place in service any Duct or other facility for use by the Licensee.

- 2.03 No Ownership or Leasehold Interest. Nothing contained in this Agreement shall be construed to convey to Licensee (or any sub-licensee) any other right, title or other ownership or leasehold interest in the License Area or the Conduit System, it being the intent hereof to convey a license for Lawful Communication Purposes only.
- 2.04 Marketing. This Agreement is intended to provide a means whereby the Licensee is able to coordinate and market telecommunications capacity by installing (for itself and for third parties) Communications Facilities which will be made available to the consuming public, Communications Carriers (and Governmental Entities) on a competitively neutral and non-discriminatory basis.
- 2.05 Prohibition of Exclusive Rights. Licensee shall not execute a sub-license (or other agreements, including rights of first refusal) with third parties, the effect of which would grant exclusive rights (or expansion rights) with respect to unused or reserved Communications Facilities or portions of the Conduit System.
- 2.06 Charges for Access to Authority Rights-of-Way. Licensee and sub-licensees shall pay all applicable tolls for access to the Authority's rights-of-way. Charges or fees herein provided are for use of the Authority's Conduit System and Communications Facilities, not as a fee for access to the Authority's rights-of-way.
- 2.07 Sub-License Agreements. Subject to Authority approval, Licensee shall have the right to sub-license space or capacity in the License Area to third parties who may have the right and option to own their own Communications Facilities or merely sub-license capacity from Licensee. If the Licensee elects to engage in sub-license activity, then the opportunity to enter into a sub-license agreement, own their Communications Facilities or sub-license capacity from Licensee, shall be available to all interested parties, including, but not limited to, competitors of Licensee. All such sub-licensees shall be charged for capacity in a competitively neutral and nondiscriminatory manner. Provided, however, nothing contained herein shall prohibit different charges based upon speed, amount or units of capacity or distance traveled. Except as herein provided, the sub-licensee agreements shall be terminable by the Authority, at its option, for all the same conditions pursuant to which Authority has the right to terminate this Agreement. Licensee shall not grant a right of first refusal or a right of first offer to any sub-licensee of telecommunications capacity or License Area space.

Article 3

TERM OF AGREEMENT

- 3.01 Initial Term and Renewal Option. Unless sooner terminated pursuant this Agreement, Licensee shall have the sole right to occupy the License Area for Lawful Communication Purposes for an initial term of ten (10) years (the "Initial Term") commencing as of the

Effective Date, and three (3) additional five (5) year renewal periods ("Renewal Period"). The Renewal Period will become effective upon the expiration of the Initial Term, provided that Licensee has given the Authority written notice of intent to renew at least sixty (60) days prior to expiration of the Initial Term. If the Authority is required (by any authority having jurisdiction over the Conduit System) to abandon or remove the Communications Facilities licensed herein, an automatic termination of this Agreement shall occur upon abandonment or removal by the Authority. The Authority shall provide written notice to Licensee of any such requirement to abandon or remove the Communications Facilities herein as soon as practicable after receiving notification from any such jurisdictional authority.

3.02 Conditions Precedent to Exercise of Renewal Option. The option to renew this Agreement as provided herein shall only be available to Licensee provided: (i) the Initial Term has not been earlier terminated; (ii) all payments required under this Agreement during the Initial Term have been made; (iii) Licensee is not otherwise in default under any provision of this Agreement; and (iv) Licensee timely provides the renewal notice required in Section 3.01 above.

3.03 Term of Sub-License Agreements.

- (a) Except with the prior written consent of the Authority, the term of a sub-licensee agreement shall not extend beyond the Initial Term, or the Renewal Period if exercised by the Licensee. As a condition of granting non-disturbance rights to a sub-licensee, the sub-licensee may be required to attorn to the Authority during any period beyond the Licensee's term.
- (b) If this Agreement is terminated prior to the expiration of the applicable term (e.g., because of Licensee default), then at the election of the Authority either:
 - (1) the sub-license agreement may be terminated by the Authority, unless the Authority has previously agreed to the contrary in a written non-disturbance agreement, or
 - (2) the Authority may require sub-licensee attornment to the Authority under the terms and conditions of the sub-license agreement.
- (c) In a circumstance of sub-licensee attornment, the Authority may subsequently select a new licensee to whom the Authority may assign all then existing sub-license agreements.
- (d) The requirements and provisions of this Section 3.03 shall be inserted in all sub-license agreements.

Article 4
FEES AND CHARGES

- 4.01 Annual Fees Paid by Licensee. As compensation for the use of the License Area and a portion of the Authority's Conduit System, Licensee shall pay to the Authority the greater of: (i) an annual charge of Four Dollars (\$4.00) per lineal foot of Duct/Innerduct within the License Area (the "Base Rate") prorated for partial year occupancy, adjusted annually in accordance with the CPI Escalation provisions below provided; or (ii) the Market Adjusted Fee. Within thirty (30) days of the Effective Date (with respect to the first year of the Initial Term) and on the anniversary date thereafter, Licensee shall pay the Authority annually, in advance the payment set forth in subsection (i) (adjusted as required to take into account additional lineal feet of Duct/Innerduct which may be added to this Agreement from time to time). Within thirty (30) days after the end of each calendar quarter, Licensee shall pay the Authority the aggregate difference between the amounts calculated pursuant to subsection (ii), if applicable, and the amount previously paid pursuant to subsection (i). Beginning with the second year of the Term, invoices for annual fees shall be sent to Sprint Lease Administration, P.O. Box 12908, Shawnee Mission, Kansas 66282.
- 4.02 Late Payment; Default. Failure by Licensee to pay all fees and charges within thirty (30) days of the due date shall constitute a default of this Agreement. In addition, all fees and charges not paid within such thirty (30) day period shall result in a late payment charge of one and one-half percent (1-1/2%) per month of the unpaid balance or the highest lawful rate, whichever is less.
- 4.03 Audit. The Authority shall have the right exercised from time to time (and at any time) during the term hereof to inspect, copy and audit the books and records of the Licensee (but only if relevant in calculating the Market Adjusted Fee) to determine the amount of fees and charges payable by the Licensee to the Authority.
- 4.04 CPI Escalation. Annually, on the anniversary of the Effective Date, the license fee payable pursuant to Section 4.01(i) shall be adjusted to an amount which is equal to the Base Rate multiplied by a fraction, the denominator of which is the CPI Index Number applicable to the Effective Date and the numerator is the CPI Index Number applicable to the relevant anniversary date of the Effective Date. The CPI Index Number shall mean the Consumer Price Index Number for the Orlando/Central Florida area, applicable to the relevant date from the Consumer Price Index, all Items, published by the U.S. Department of Labor, Base year applicable as of the Effective Date. If the Orlando/Central Florida Index Number is discontinued, the Index Number for the Tampa/St. Petersburg area will be used.

- 4.05 Nondiscriminatory Fees for Sub-Licensees. All fee schedules imposed upon sub-licensees must be competitively neutral and completely nondiscriminatory.
- 4.06 Taxes. To the extent applicable now or in the future, Licensee shall pay all sales or use taxes imposed upon fees payable or use rights herein provided.

Article 5
TERMINATION OF AGREEMENT

- 5.01 Termination in Event of Default by Licensee. The Authority shall have the right to terminate this Agreement and exercise its lawful remedies whenever Licensee is in default of any term of this Agreement. Default shall consist of, but not be limited to, the following:
- (a) If Licensee knowingly uses its Communications Facilities or maintains them in violation of any law or in aid of any unlawful act or undertaking; or
 - (b) If Licensee occupies any portion of a Conduit System without having first been issued a license from the Authority to occupy said Conduit System; or
 - (c) If any authorization required of the Licensee by any governmental or private authority for the construction, operation and maintenance of the Licensee's Communications Facilities within the Conduit System is permanently denied or revoked; or
 - (d) If the insurance carrier at any time notifies the Authority or Licensee that the policy or policies of insurance required hereunder have been canceled or materially changed, and if (in the sole judgment of the Authority) the requirements of this Agreement will no longer be satisfied by policies with other insurance carriers, this Agreement shall terminate upon the effective date of such cancellation or change; or
 - (e) Non-payment of amounts described in Article 4 herein; or
 - (f) If Licensee becomes insolvent, liquidates, initiates a bankruptcy proceeding, invokes any provision of the law for the relief of debtors or initiates any proceeding seeking protection from its creditors; or
 - (g) If Licensee violates any applicable laws, statutes (including the Act), ordinances, codes or other legal requirements with respect to this Agreement; or

- (h) If Licensee, its employees, agents, contractors or Communications Facilities, in the Authority's discretion, in any way threaten, disrupt, interfere with, pose a hazard to or otherwise affect the Authority's or other licensees' telecommunications service or ability to provide that service; or
- (i) If Licensee's Communications Facilities or any maintenance or other work thereon pose, or in the Authority's discretion may pose, a significant threat to the life, health or safety of any person; or
- (j) Licensee violates the terms and conditions of this Agreement.
- (k) Licensee acts or omissions, or Licensee use of the License Area interferes in a material and adverse way with Authority's operation and maintenance of its roadway system and facilities.

5.02 Notice of Defaults; Opportunity to Cure. The Authority will promptly notify Licensee in writing of any condition(s) of default by Licensee, including those set forth in Section 5.01 above. If a default threatens the service of the Authority or other licensees, Licensee shall use its best efforts to cure such default as quickly as possible. If a service threatening default continues in excess of ten (10) days, the Authority may immediately terminate this License and eliminate the threat to service. For non-service affecting defaults, Licensee shall take immediate corrective action to eliminate any such condition(s) and shall confirm (in writing to the Authority) within thirty (30) days following receipt of such written notice of default that the cited condition(s) has ceased, been corrected, or is being diligently pursued by Licensee. If Licensee fails to discontinue or correct such condition(s) (or be in the process of correcting same) within such thirty (30) day period and fails to give the required confirmation, the Authority may immediately terminate any or all license(s) granted hereunder. Licensee shall be responsible for all fees and charges owing under this Agreement through the date of removal of Licensee's facilities. Licensee shall have sixty (60) days to remove its facilities from the Conduit System, and shall pay as liquidated damages the termination charges as listed in Section 5.03 below, as applicable.

5.03 Liquidated Damages and Authority Remedy. If the Authority terminates this Agreement because of Licensee's default, Licensee shall pay to the Authority as liquidated damages an amount, whether or not Licensee has placed its Communications Facilities in the Conduit System, equal to the minimum total fees and charges for the remaining Agreement term, determined as of the date of termination. Notwithstanding the liquidated damage provisions herein provided, upon an event of Licensee default the Authority shall have available to it such other remedies as may be provided by law or equity.

- 5.04 Default by Authority. Material failure by Authority to perform its obligations hereunder shall constitute a default if not cured with sixty (60) days after receipt by Authority of written notice of such default; provided, however, if such default is not capable of being cured within said sixty (60) day period, Authority shall not be in default if it begins corrective action within said sixty (60) day period and diligently prosecutes such cure to completion. If the Authority defaults, and fails to cure such default as set forth herein, then Licensee shall have no obligation to the Authority (except removal of Licensee's Communications Facilities), and any fees or charges paid by Licensee in advance shall be refunded on a daily pro rata basis.
- 5.05 Removal of Communications Facilities. In a default circumstance and after termination, the Authority may elect to: (i) treat the Licensee's Communications Facilities as fixtures which shall remain in place and become the property of the Authority, or (ii) require the Licensee to remove its Communications Facilities from the License Area. If the Authority requires removal, and if Licensee does not remove its Communications Facilities from the Conduit System within the applicable time periods specified in this Agreement, the Authority shall have the option to: (i) remove such Communications Facilities at the expense of Licensee and without any liability on the part of the Authority to Licensee therefor; or (ii) assess a charge of one hundred forty percent (140%) of the fees and charges specified in the terminated license, calculated on a daily basis for each day that Licensee's Communications Facilities remain in the Conduit System. Daily basis shall be 1/365th of the liquidated damages in Section 5.03 above, as applicable. If Licensee is not otherwise in default of this Agreement and has made, and continues to make, a good faith effort to remove Licensee's Communications Facilities within the applicable specified time period, but has been unable to remove and/or relocate the Communications Facilities because of governmental regulations (including service obligations and prohibitions of service interruption), then the Authority will not remove the Communications Facilities under clause (i) of this section, and the additional one hundred forty percent (140%) charge specified in clause (ii) of this section shall be suspended for any such period of regulatory prohibition.
- 5.06 Multiple User Disputes. If at any time during the Term there are multiple users (including the Authority) of the Conduit System and a dispute arises between two (2) or more such users, at the request and demand of the Authority: (i) the dispute shall be resolved by binding arbitration conducted before a single American Arbitration Association arbitrator in Orlando, Florida, and (ii) Licensee shall be joined as a party in such proceedings so as to assure full resolution of all disputed matters.

Article 6

SPECIFICATIONS

- 6.01 Specifications for Communications Facilities. Licensee's Communications Facilities and those of all sub-licensees shall be placed and maintained in accordance with the

requirements and specifications of current editions of the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the applicable rules and regulations of the Occupational Safety and Health Act ("OSHA"), and any governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply. Licensee's facilities shall not physically, electronically or inductively interfere with the Authority's facilities.

6.02 Approval by Authority. To assure compatibility with the Authority's Communications Facilities, the Authority reserves the right to reasonably approve the general type of cable and construction standards required in situations not otherwise covered in this Agreement. In such cases, the Authority will in its discretion furnish to Licensee written material, which will specify and explain the required construction or materials.

6.03 Placement and Installation of Communications Facilities. Licensee's (and sub-licensees') Communications Facilities shall be located only within the License Area. The exact locations within the License Area where Licensee's (or sub-licensees') Communications Facilities may enter and exit the Authority's Conduit System shall be subject to Authority approval, not to be unreasonably withheld. Clearing obstructions, repairs, dig-ups and any other work required to make a Duct/Innerduct usable for the initial placing of Licensee's (or sub-licensees') Communications Facilities shall be done at Licensee's (or sub-licensees') expense by the Licensee, its contractor or a contractor approved by the Authority, but shall not be Authority's responsibility. Notwithstanding the foregoing and inasmuch as the Authority's conduit system is new, if repairs to the conduit system are necessary and attributable to improper construction or damage existing prior to the Licensee's installation of Licensee's Communications Facilities, the Authority shall bear the costs of such repairs. All Licensee work with respect to its Communication Facilities shall be coordinated with the Authority's Director of Operations so as to minimize interference with Authority's normal operations and traffic maintenance. The Authority makes no representation regarding the effectiveness of Licensee's method of installing its fiber optic cable in the License Area.

6.04 Pre-Existing Damage. If a collapsed or blocked conduit precludes installation of the Licensee's cable, Licensee shall have the burden to demonstrate the existence of the pre-existing condition. In such circumstances, if Licensee believes such a pre-existing condition exists, Licensee shall notify the Authority prior to uncovering and examination of the suspected damaged portion of the Conduit System. If the examination confirms the pre-existing damaged condition, the Authority shall assume the cost of uncovering, repair and replacement, and recovering the repaired Conduit System.

6.05 Authority's Right to Repair Damage or Correct Defects. If any part of Licensee's (or sub-licensees') Communications Facilities is damaged or not placed and maintained in accordance with this Article 6, and Licensee has not corrected or commenced to repair the damage or correct the violation within thirty (30) days from receipt of written notice

thereof from the Authority, the Authority may at its option correct said condition. The Authority shall notify Licensee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the safety of the Authority's employees or the public, interfere with the performance of the Authority's service obligations, or pose an immediate threat to the physical integrity of the Authority's facilities (including its Communications Facilities), the Authority may perform such work and take such action that it deems necessary without first giving notice to the Licensee. As soon as practicable thereafter, the Authority shall notify Licensee by telephone of such work and action taken. The Authority shall also so advise Licensee in writing of the work performed and the action taken and shall endeavor to arrange for re-accommodation of Licensee's facilities so affected. The Licensee shall be responsible for paying the Authority for all reasonable costs incurred by the Authority for all work, action, and re-accommodation performed by the Authority under this section.

Article 7

LEGAL REQUIREMENTS

- 7.01 **Permits and Approvals.** At its sole cost and expense, Licensee shall be responsible for obtaining any and all easements, franchises, permits, approvals, licenses or other required authorizations to construct, operate and maintain its Communications Facilities. Licensee shall comply with all applicable federal, state and local laws in the operation, maintenance and removal of its Communications Facilities herein.
- 7.02 **Telecommunications Act of 1996.** Licensee, for itself and all sub-licensees shall comply with the Telecommunications Act of 1996. Licensee shall indemnify, defend and hold harmless the Authority from and against all costs, expenses, claims, damages or awards arising from or related to claims Licensee has failed to comply with the requirements of the Telecommunications Act of 1996.
- 7.03 **Florida Law.** Licensee, for itself and all sub-licensees, shall comply with the Florida Communications Services Tax Simplification Law, if applicable.

Article 8

MAKE-READY WORK

- 8.01 **Payment by Licensee for Make-Ready Work.** Subject to the limitations set forth in Section 6.03 above, in addition to other charges set forth in this Agreement, Licensee shall pay the Authority for all work performed by the Authority to prepare the Conduit System for Licensee's specific use. Such charges may include inspection and Make-Ready Work as defined in Article 1 of this Agreement. Licensee shall pay for all such work within thirty (30) days after receiving the Authority's invoice therefor.
- 8.02 **Location.** Location of Make-Ready Work is set forth on Exhibit "B".

Article 9
CONSTRUCTION, MAINTENANCE AND REMOVAL
OF COMMUNICATIONS FACILITIES

- 9.01 Construction and Maintenance of Communications Facilities. Licensee shall, at its own expense, construct and maintain its Communications Facilities in the License Area portion Conduit System covered by this Agreement in a safe condition, and in a manner reasonably acceptable to the Authority so as not to physically conflict or electrically interfere with the facilities attached thereto or placed therein by the Authority, joint users, or other authorized licensees. Provided Licensee places its Communications Facilities in accordance with the direction of the Authority's personnel or consultants and Article 6, such Communications Facilities shall be deemed to be non-conflicting and non-interfering.
- 9.02 Notification to Authority of Damage to Communications Facilities. If Licensee's Communications Facilities are damaged by persons other than Licensee (or its agents or contractors), Licensee shall notify the Authority of said damage by telephone at (407) 316-3800. The call shall be directed to the Director of Construction Maintenance and the caller must provide the following information:
- (a) Name of company making report;
 - (b) Location reporting problem;
 - (c) Name of contact person reporting problem;
 - (d) Telephone number to call back with progress report;
 - (e) Description of the problem in as much detail as possible;
 - (f) Time and date the problem occurred or began; and
 - (g) Whether or not the problem jeopardizes the Authority's Conduit System.

Whenever possible and in all non-emergency situations, Licensee shall provide prior notice, but in emergency situations, Licensee may provide notice as soon as practicable, which may be after emergency repairs are made. An emergency shall not relieve Licensee from any obligations hereunder, except as herein provided.

- 9.03 Location of Communications Facilities. The Authority shall designate the location and manner in which Licensee's Communications Facilities will enter and exit the Authority's Conduit System. Further, in connection with retention of any locator services

the Authority and the Licensee shall mutually confer and cooperate with respect to the selection and use of such services. The Authority shall register with the applicable Florida One Call agency. Licensee shall locate its Communications Facilities at the Licensee's expense. No liability shall be imposed upon Authority attributable to mislocation of the Conduit System by any locator service. In the future, Authority and Licensee shall consider the feasibility of jointly sharing the cost of locator services.

9.04 Access to Authority's Manholes/Handholes

- (a) The Authority's Manholes/Handholes shall be opened only as permitted by the Authority's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes/Handholes and conduct work operations therein. Except in circumstances of an emergency, Licensee's employees, agents or contractors will be permitted to enter or work in the Authority's Manholes/Handholes only when an authorized employee or agent of the Authority is present or if prior authorization waiving this requirement is granted by the Authority. In emergency situations the Authority shall be notified as soon as is reasonably possible under the existing circumstances. The Authority's employee or agent shall have the authority to suspend Licensee's work operations in and around the Authority's Manholes if (in the sole discretion of said employee or agent) any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents or contractors. Licensee shall pay the Authority for having the Authority's employee or agent present when Licensee's work is being done in and around the Authority's Conduit System, or when Licensee opens, works in or closes the Authority's Manholes/Handholes. Such charges shall be the Authority's fully loaded labor rates then in effect. The presence of the Authority's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around the Authority's Conduit System in a safe and workmanlike manner, in accordance with the terms of this Agreement.
- (b) With respect to access to the License Area, Conduit System and the Authority's Communications Facilities, Licensee shall comply with security directives and procedures promulgated by the Authority from time to time.
- (c) Subject to the Authority's prior approval as to location, Licensee shall be allowed to construct its own Manholes/Handholes (at its own cost) to accommodate: (i) points of entry into the Authority's Conduit System, and (ii) splicing points at the end of fiber optic cable runs. The Authority shall have access to such Manholes/Handholes.

- (d) Licensee may install a ring and cover lock on any Manhole/Handhole where its cable is present, but only in a manner which allows access to the Authority and any other conduit licensee designated by the Authority. The Authority may make a one time request to Sprint for a reasonable number of keys (at Sprint's expense) to such secured Manholes/Handholes. Thereafter, other licensees shall obtain and copy keys from the Authority.

9.05 Service Outages Affecting Authority and Licensee. In the event of any service outage affecting both the Authority's and Licensee's Communications Facilities, the Authority shall, to the extent practical, permit Licensee access to its Communications Facilities so long as Licensee's activity does not impair or restrict the Authority's restoration efforts. If space conditions permit and the Authority approves, Licensee may repair its Communications Facilities concurrently with the Authority's restoration efforts. Alternatively, Licensee and Authority shall confer in an attempt at mutually agreeing on a single contractor to repair the damage to each party's facilities. Licensee reserves the right to temporarily repair its Communications Facilities with its own employees.

9.06 Temporary Use of Spare Ducts in Emergency. With the Authority's prior written concurrence, Licensee, without charge and where available, may temporarily use spare Duct or Innerduct for emergency maintenance purposes. At the Authority's election, such Licensee emergency facilities shall be removed within ninety (90) days after the date Licensee replaces its existing facilities in one Duct with the placement of substitute facilities in another Duct unless Licensee applies for and the Authority grants a license for such alternative Conduit System occupancy. In circumstances where an emergency exists that affects both parties, and where only one spare Innerduct or Duct is present, the Authority has maintenance priority.

9.07 Replacement of Licensee's Communications Facilities. When Licensee's Communications Facilities are removed from the Conduit System other than for repair or maintenance purposes, no replacement in the same portion of a Conduit System shall be made until:

- (a) The Licensee has first complied with all of the provisions of this Agreement as though no such Conduit System occupancy had previously been made, and
- (b) All outstanding charges due the Authority for such previous occupancy have been paid in full.

9.08 Notices. Licensee shall advise the Authority in writing as to the date on which the removal of its Communications Facilities from each portion of the Conduit System has been completed, within ten (10) days after said removal.

Article 10
INSPECTIONS OF LICENSEE'S COMMUNICATIONS FACILITIES

- 10.01 **Periodic Inspection.** The Authority reserves the right to make Periodic Inspections of any part of Licensee's and sub-licensees' Communications Facilities occupying the Conduit System. The frequency and extent of such inspections by the Authority will depend upon Licensee's performance hereunder. Making Periodic Inspections or the failure to do so shall not operate to impose upon the Authority any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.
- 10.02 **Cost of Periodic Inspections.** Licensee shall reimburse the Authority for the expense of Periodic Inspections only if violations or hazards are found. Charges for such inspections shall be at the Authority's fully loaded labor rates then in effect.

Article 11
UNAUTHORIZED UTILIZATION OR OCCUPANCY

- 11.01 **Charges for Unauthorized Use or Equipment.** If Licensee's Communications Facilities occupy any portion of the Conduit System for which no license is outstanding, the Authority, without prejudice to its other rights or remedies under this Agreement, may impose a per occurrence charge of Twenty Dollars (\$20.00) per Duct foot and One Thousand Dollars (\$1,000.00) for each item of unauthorized equipment within a Manhole/Handhole. The Authority may at the Authority's option remove Licensee's unauthorized facilities without liability, and the expense of such removal shall be borne by Licensee.
- 11.02 **No Ratification.** No act or failure to act by the Authority with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any additional license is subsequently issued, said license shall not operate retroactively or constitute a waiver by the Authority of any of its rights or privileges under this Agreement or otherwise. However, Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement with regard to said unauthorized use from its inception.

Article 12
LIABILITY AND DAMAGES

- 12.01 **Liability of Authority for Damage to Communications Facilities.** The Authority shall exercise precaution to avoid damaging the Communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. The Authority shall reimburse the Licensee for all reasonable direct costs incurred by the Licensee for the physical repair of

such facilities damaged by the negligence of the Authority. However, the Authority shall not be liable to Licensee for: (i) any interruption of Licensee's service, (ii) interference with the operation of Licensee's Communications Facilities, (iii) any special, indirect, consequential punitive or exemplary damages arising in any manner, including from the Authority's negligence, out of the use of the Conduit System, or (iv) the Authority's actions or own decisions with regard thereto.

- 12.02 Indemnification by Licensee for Damage to Communications Facilities. Licensee shall indemnify and save harmless the Authority from and against any and all claims, demands or causes of action of Licensee's customers, and costs and attorney's fees resulting from acts of the Authority damaging the Communications Facilities.
- 12.03 Liability of Licensee for Damage to Communications Facilities. Licensee shall exercise precaution to avoid damaging the Communications Facilities of the Authority and of other occupants of the Conduit System, and shall make an immediate report to the Authority of the occurrence of any such damage caused by its employees, agents or contractors. Copies of all accident reports and statements made to Licensee's insurer by the Licensee or others shall be furnished promptly to the Authority. Licensee shall reimburse the Authority for all reasonable direct costs incurred by the Authority for the physical repair of such facilities damaged by the negligence of the Licensee.
- 12.04 Indemnification by Licensee: Breach of Article 7. Licensee shall indemnify, protect and save harmless the Authority from any and all damages and costs, including reasonable attorney's fees, incurred by the Authority arising as a result of the Licensee's breach of the legal requirements set forth in Article 7 hereof.
- 12.05 General Indemnification by Licensee. Licensee shall defend, indemnify, protect and save harmless the Authority (including the Authority's Communications Facilities and Conduit Systems) from and against any and all damages, and claims, demands, causes of actions and costs, including reasonable attorney's fees, for damages to property (including the Authority's Communications Facilities and Conduit Systems) and injury or death to persons, including but not limited to payments under any Workers' Compensation law or under any plan for employees' disability and death benefits, which may arise out of, be related to or caused by the placement, maintenance, presence, use or removal of Licensee's facilities, or by any act or omission of the Licensee's employees, agents or contractors, and provided such events or conditions are not caused in whole or in part by the negligence or willful misconduct of the Authority or those for whom the Authority is legally responsible.
- 12.06 Survival. The provisions provided in this Article 12 shall survive the expiration or termination of this Agreement.

Article 13
INSURANCE

- 13.01 **Required Insurance.** During the term of this Agreement, and as a material condition to the granting of this License, Licensee shall obtain and maintain insurance issued by a financially reputable insurance carrier licensed to do business in the State of Florida, which protects the Authority and Licensee from and against all claims, demands, causes of actions, judgments, costs, including attorney's fees, expenses and liabilities of an insurable kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this Agreement. The Authority shall be named as an additional insured on the policy (or policies) of insurance.
- 13.02 **Insurance Specifications.** The amounts of such insurance shall be as follows:
- (a) Workers' Compensation as provided for under any Workers' Compensation or similar law in the State of Florida with Employees Liability in the minimum amounts required by such law.
 - (b) Commercial General Liability insuring Contractual Liability and Products/Completed Operations Liability with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for bodily injury and property damage liability, naming the Authority as additional insured.
- 13.03 **Certificate of Insurance.** Licensee shall deliver to the Authority prior to any occupancy of the Conduit System being granted a Certificate of Insurance, satisfactory in form and content to the Authority, evidencing the above insurance is in force and will not be canceled or materially altered without first giving the Authority thirty (30) days' prior written notice. All insurance required under this Article shall remain in force until Licensee's facilities have been removed from the Conduit System. If the Licensee fails to maintain the required insurance coverage, the Authority may, but shall not be required to, purchase the insurance and the Licensee shall immediately reimburse the Authority for the premium and acquisition costs paid.

Article 14
RESERVATION OF RIGHTS BY AUTHORITY

- 14.01 **Access by Third Parties to Authority Rights-of-Way.** Authority reserves the right, in its sole and absolute discretion, to regulate and control access to Authority's rights-of-way, Communications Facilities and all portions of its Conduit System not part of the License Area or not occupied by Licensee for Lawful Communication Purposes. Further, this Agreement does not provide Licensee any exclusive rights regarding access to Authority

rights-of-way, nor preclude the Authority from granting right-of-way access to others for telecommunication or any other lawful purpose.

- 14.02 Third Party Access to Conduit System. Authority reserves the right, in its sole and absolute discretion, to allow third parties, pursuant to and in accordance with reasonable conditions and subject to competitively neutral and nondiscriminatory charges, to install Communications Facilities in unused portions of its Conduit System not part of the License Area. This Agreement does not provide Licensee any exclusive expansion rights or rights of first refusal with respect to additional portions of the Conduit System which the Authority may (from time to time) make available.
- 14.03 Right of Immediate Termination. Authority reserves the right to terminate this Agreement immediately if it reasonably believes any actions of the Authority or Licensee hereunder are in violation (or will likely be found to be in violation) of any federal, state or local law, rule, regulation or statute, including, but not limited to, the Telecommunications Act of 1996 or the Florida Communications Services Tax Simplification Law. If it appears likely to Authority, in its sole and absolute discretion, that it will not be permitted to charge any fee, cost, imposition or charge for allowing Licensee or others to market or use Authority's excess telecommunications capacity, Authority shall have the right to immediately terminate this Agreement, whereupon this Agreement shall terminate and Licensee shall promptly remove its Communications Facilities from the License Area.
- 14.04 Relocation. The Authority reserves the right to relocate the License area to accommodate modifications to the Authority's Conduit System or to its tolled roadway system. However, such relocation shall be at the Authority's sole cost and shall occur in a manner not materially interfering in an adverse way with Licensee's use rights herein provided. The Authority shall provide Licensee with at least one hundred twenty (120) days' prior written notice before any such relocation.
- 14.05 Right-of-Way Management. Nothing in this Agreement is intended (nor shall it be construed) as an abrogation of the Authority's right to manage and control its assets, including its rights-of-way.

Article 15

USE BY GOVERNMENTAL ENTITIES

- 15.01 Reservation of Fiber for Governmental Entities. The Authority retains the right to share its existing optical fibers (from time to time) within the Authority's Communications Facilities for use by Governmental Entities designated by the Authority. Such use shall primarily be for or relate to the advancement of transportation purposes.

- 15.02 Rate. With respect to Licensee's communication services offered to the public, Governmental Entities shall be charged by Licensee a use rate no greater than the most favorable rate available to non-governmental users, notwithstanding that the Governmental Entity uses less aggregate or peak capacity of the Licensee's fiber optic system. Provided, further, with respect to fiber owned by the Authority, the Authority retains the right to allow Governmental Entity access at whatever charge (or no charge) determined by the Authority. Additional capital costs necessary to accommodate an individual Governmental Entity use shall be paid by such entity as a condition precedent of obtaining access to the Conduit System.
- 15.03 Qualification. In order to qualify for use of the optical fibers reserved for Governmental Entities, each Governmental Entity must be designated (in writing) as qualified by the Authority.

Article 16

NOTICES AND DEMANDS

- 16.01 Notices. All demands and requests given by one party to the other party shall be in writing and shall be deemed to be duly given on the date delivered by certified or registered United States mail, or by a reputable overnight courier service, addressed as follows:

To the Authority: Orlando-Orange County Expressway Authority
525 South Magnolia Avenue
Orlando, Florida 32801
Attention: Executive Director

With a copy to: Akerman, Senterfitt & Eidson, P.A.
255 South Orange Avenue - Suite 1700
Orlando, Florida 32801
Attention: Thomas T. Ross, Esq.

To Licensee: Sprint Communications Company L.P.
6391 Sprint Parkway
Mail Stop KSOPHT0101-Z2040
Overland Park, Kansas 66251-2040
Attention: Manager, Right of Way

With a copy to: Sprint Legal Department
Mail Stop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attention: Real Estate Attorney

or to such address as the parties hereto may from time to time specify in writing.

- 16.02 Contact Person. For purposes of notifying the Authority regarding operations and maintenance issues and events, the Authority's contact person shall be its Director of Construction.

Article 17

GENERAL PROVISIONS

- 17.01 Compliance with Laws. The Authority and Licensee shall comply with all applicable provisions of the United States and State of Florida Workers' Compensation laws, unemployment compensation laws, the Federal Social Security Law, the Fair Labor Standards Act, Environmental Protection Agency regulations and all other applicable federal, state and local laws and regulations. Licensee shall fully comply with any other statute, law or regulation applicable to it as a corporate citizen of the State of Florida.
- 17.02 Assignment. The rights granted herein shall not be assignable without the express, prior written consent of the Authority. Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to a parent, subsidiary or affiliate without such consent so long as (i) such parent, subsidiary or affiliate assumes all obligations of Licensee hereunder; (ii) such parent, subsidiary or affiliate is bound to the same extent as Licensee hereunder, and (iii) the Licensee remains liable hereunder. Any required consent shall be evidenced by written agreement between the parties that fully recites the terms and conditions, if any, upon which consent is given. Licensee shall pay all expenses, including any attorney's fees, which are incurred by the Authority in reviewing a request by Licensee to permit an assignment of the rights granted herein. The Authority is entitled to such reimbursement without regard to whether Licensee's request to permit an assignment of rights is granted by the Authority.
- 17.03 Sub-License. Pursuant to the provisions of Section 253(c) of the Federal Telecommunications Act of 1996, Licensee shall make available (on a competitively neutral and non-discriminatory basis) to Communications Carriers the communication carrying capacity of the Licensee's Communications Facilities.
- 17.04 Waiver. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement, or any provision granted hereunder, terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect. Any waiver must be in writing and signed by both parties.
- 17.05 Mediation and Arbitration. Any dispute arising out of or relating to this Agreement shall first be addressed in non-binding mediation. If not resolved within thirty (30) days after

commencement of mediation the dispute shall be finally settled by binding arbitration. Mediation and arbitration shall be conducted expeditiously in accordance with the rules of the American Arbitration Association. The proceeding shall be conducted in Orlando, Florida, and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction.

- 17.06 Markers. The route of the Conduit System shall be clearly identified by the Authority placement of visual markers. The Licensee shall be allowed to place its stickers on the route alignment markers, subject to Authority approval of size and location.
- 17.07 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 17.08 Severability. Each and every separate provision (section, clause, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate provision or combination thereof, for the determination of legality, so that if any separate provision herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate provision shall have no effect upon the validity or enforceability of each and every other separate provision herein contained, or any other combination thereof. Notwithstanding the foregoing, if any material provision of this Agreement is so rendered ineffective, the parties agree to replace that provision with a valid substitute provision satisfactory to both parties.
- 17.09 Force Majeure. Whenever there is provided in this Agreement a time limitation for performance by the Authority or Licensee of any construction, repair, maintenance or service, the time provided for shall be extended for as long as and to the extent that delay is due to an act of God, governmental control or other factors beyond the reasonable control of the Authority or Licensee respectively.
- 17.10 Entire Agreement. This Agreement, together with all Exhibits attached hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any modification of any terms and conditions of this Agreement shall be set forth in writing and signed by the parties. This Agreement supersedes all previous agreements, whether written or oral, between the Authority and Licensee for attachment and maintenance of Licensee's Communications Facilities in Conduit Systems covered by this Agreement. Both parties hereto represent they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge the receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized employees or officers as of the day and year first above written.

SPRINT COMMUNICATIONS COMPANY L.P.

By: [Signature]
Print Name: [Signature]
Its: [Signature]
Date Signed: 5/24/01

**ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY**

By: [Signature]
Print Name: Harold W. Worrall
Its: Executive Director
Date Signed: 5/24/01

EXHIBIT "A"

License Area

Sprint will occupy a single continuous Duct along the following described route:

From the west take the north side of SR 408 near the Delaney Avenue exit; go easterly to SR 417; continue southerly on the east side of SR 417 to SR 528; then continue easterly on the north side of SR 528 to Dallas Boulevard,

all of which is more accurately described on Exhibit "A-1".

In order to allow for a continuous conduit system along this route and for the mutual benefit of Sprint and the Authority, Sprint will install an underground eight duct conduit system from the north side of SR 408 over to the east side of SR 417. This is described in more detail on Sheet 14 of Exhibit "A-1". The Authority shall reimburse Sprint for its actual costs for this installation, including contractor labor and materials; however, the Authority shall not pay any amount for Sprint internal labor. Sprint may deduct its out-of-pocket costs for this installation from the first year's license fee. The Authority shall own this section of the conduit system and Sprint shall pay the applicable license fee for its use.

For the purposes of calculating the initial Annual Fee payment pursuant to Section 4.01, the linear feet in the License Area are presumed to be _____ linear feet. After completion of installation of Sprint's Fiber Cable in the Authority's Conduit System, the quantity of linear feet shall be adjusted to reflect actual installation quantities, and the Annual Fee will be accordingly adjusted (up or down), as well.

Initials:



May 29, 2001

EXHIBIT "A-1"

Detailed Description of License Area

EXHIBIT "B"

Make-Ready Work Locations

[To be attached upon Authority identification of specific locations]

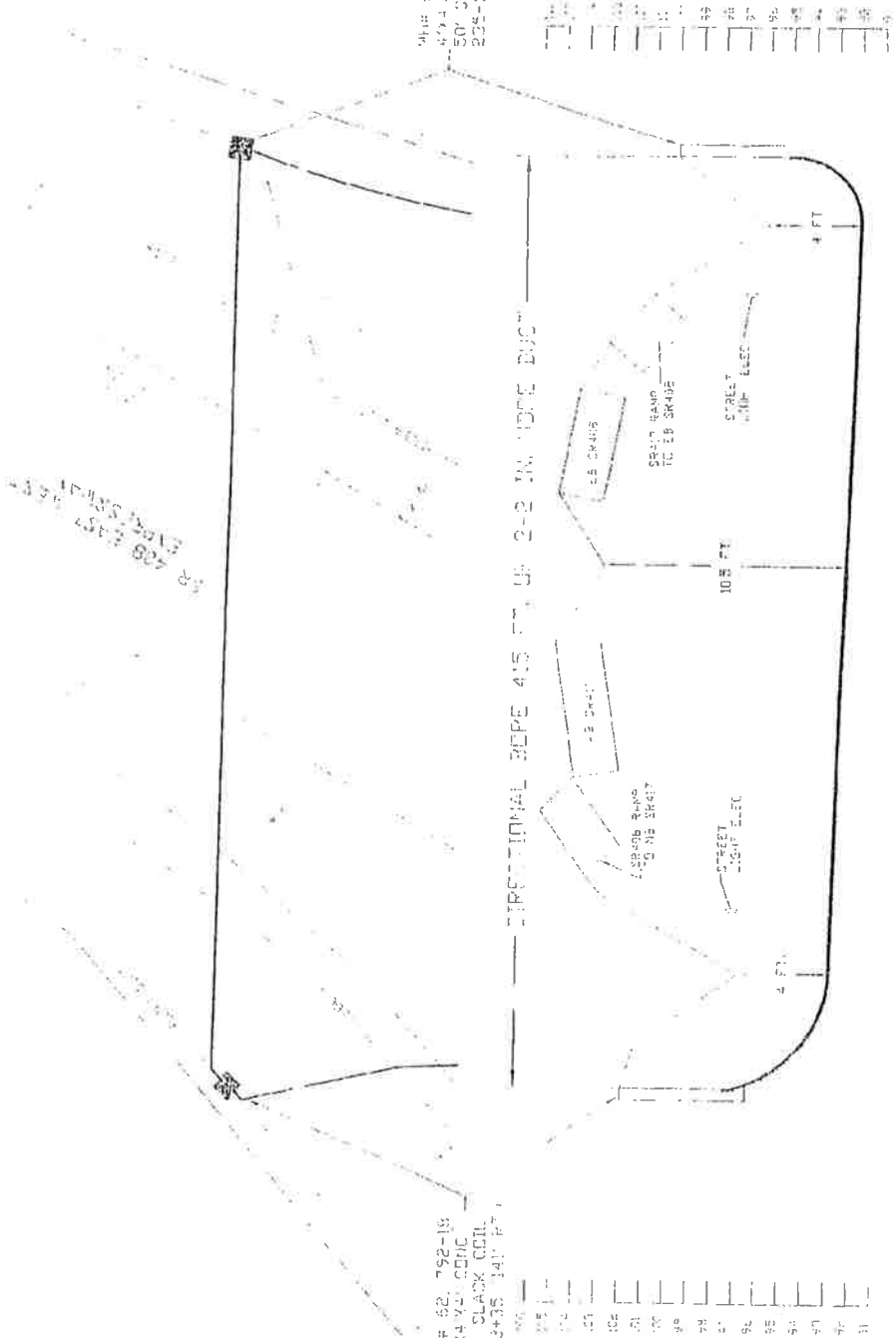


ORLANDO FIBER BUILD

WO# K9181002

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MM# 62, 792-18
2X4 YL CIL
50 SLACK CIL
253+35 141 12



SPRINT DISTANCE DIVISION
LONG AND FIBER RUN
CONSTRUCTION TRAINING



NOT CRYSTALLINE NO
HARDENING WITH LOW
TEMPERATURE TREATMENT
IN THE RANGE OF 100-150°C

②



SECRET - EYES ONLY



NOT FOR CIRCULATION
OR REPRODUCTION

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SPRINT LONG DISTANCE DIVISION
ORLANDO AIRPORT
CONSTRUCTION DRAWINGS

ORANGE COUNTY, FL

SECTION 12012052500
 BOX TO MH# 417
 SLOPE = 3.00%
 SPL = 30' = 18.50F
 50' SLACK COIL = 450'
 FIBER DIST. = 18.50F
 EXTRA = 770'

SR 528 - SEE LINE EXPRESSWAY

POST-CONCRETE
 SEE SHEET 10


MH# 241, 75+67
 4'X4'X4' CONC.
 50' SLACK COIL
 457+06 (24' RT.)

RAILROAD

SR 528 - SEE LINE EXPRESSWAY

MH# 239, 116+41
 4'X4'X4' CONC.
 50' SLACK COIL
 484+51 (33' RT.)

SEE SHEET 22

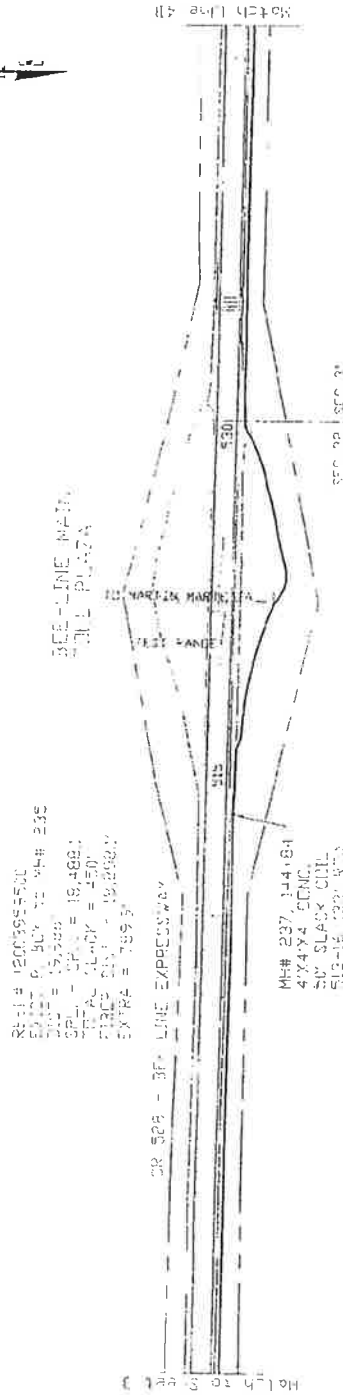


SPRINT LONG DISTANCE DIVISION
 ORANGE COUNTY, FL
 CONSTRUCTION DRAWINGS



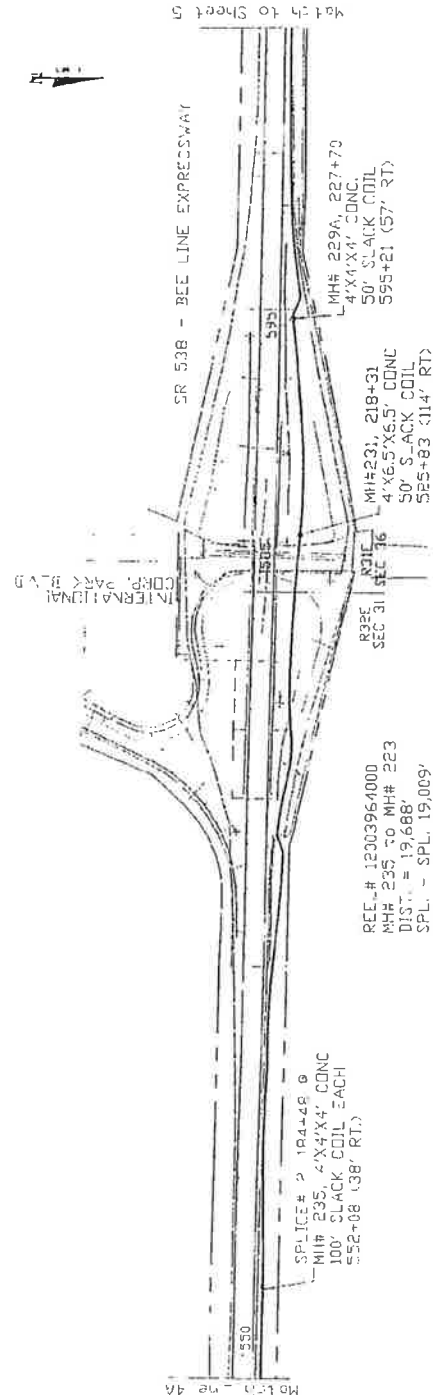
NO REPRODUCTION
 NOT FOR DISCLOSURE
 OR REPRODUCTION

CRANEE COUNTY, IN



REEL # 12003964000
 DIST. = 19,688'
 SPL. = 19,688'
 TOTAL SLACK = 450'
 FIBER DIST. = 19,459'
 EXTRA = 229'

MH# 237 144'x64'
 4'X4'X4' CONC.
 50' SLACK COIL
 552+08 (38' RT.)



REEL # 12003964000
 DIST. = 19,688'
 SPL. = 19,688'
 TOTAL SLACK = 450'
 FIBER DIST. = 19,459'
 EXTRA = 229'

SPLICE # 2 104+48.8
 MH# 235 4'X4'X4' CONC.
 100' SLACK COIL EACH
 552+08 (38' RT.)

Sprint.

SPRINT LONG DISTANCE DIVISION
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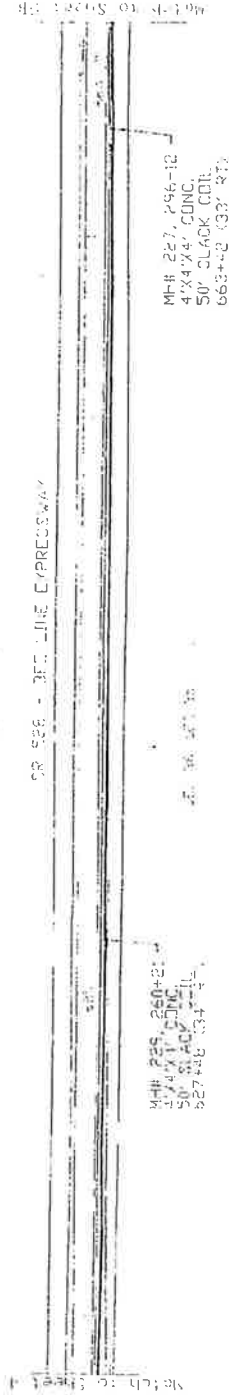


PROFESSIONAL
 ENGINEER
 NOT FOR REPRODUCTION
 OR REPRODUCTION

ORANGE COUNTY, FL

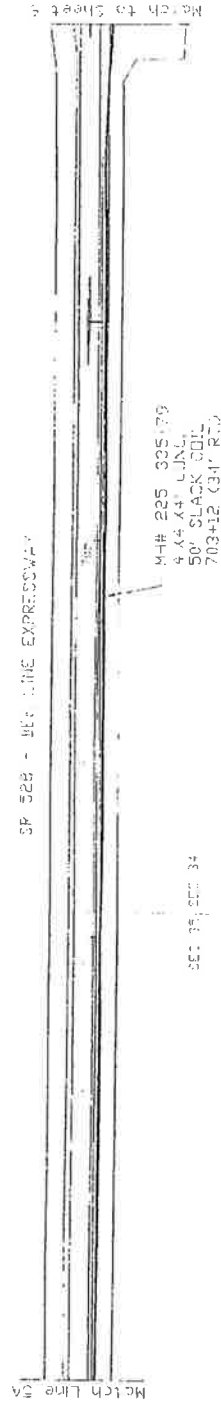
PROJ. # 1000396-000
 MH# 225 TO MH# 223
 DIST. = 15,630'
 DIA. = 36"
 TOTAL CLOSURE = 450'
 ELEV. @ 15,630' = 194.54'
 ELEV. @ 0' = 194.54'

SP 528 - DEF. LINE EXPRESSWAY



MH# 225, 260+21.4
 4'x4'x4' CONC.
 50' SLACK COIL
 667+16 (33' RT)

SP 528 - DEF. LINE EXPRESSWAY



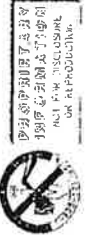
MH# 225, 335+79
 4'x4'x4' CONC.
 50' SLACK COIL
 703+12 (31' RT)

SEE 15, SEE 34



DRAWING DATE - 2/15
 DESIGNED BY - JAC
 CHECKED BY - JAC
 DATE DUNED -
 DATE

SPRINT LONG DISTANCE DIVISION
 ORLANDO, FL 32817
 CONSTRUCTION DRAWINGS



JAMES A. SMITH
 12456
 NOT FOR CONSTRUCTION
 FOR REPRODUCTION

6

REF. # 1207570000
MFL 229 TO NH = 114
DIS - 15,669
COST - 121 = 10,954
TOTAL SLACK = 450
FIBER DIST = 19,104
EXTRA = 2020

POLICE# 3, 374174 9
 NEW YORK 100-117720-10
 RE BLACK CELL 14,
 7-2-64 (148 27)

1. $\frac{1}{2}$

14-28 12-2
55 ADV 5-1
7-11 11-11
1957 10-11

10 955387 2017
778
EXP. DATE: 06/2017

MH# 219. 435-53
 4'X4'X4' CONC
 50' SLACK COIL
 28+02 (36" RT)

-MHH121, 455'±;
4'X4'X± CONC
50' SLACK CONC
573+60 (114' RT.)

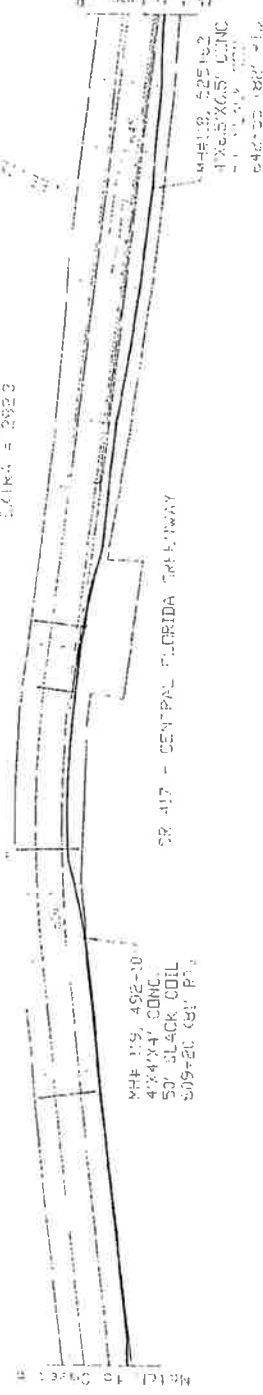
21345 OF 42124



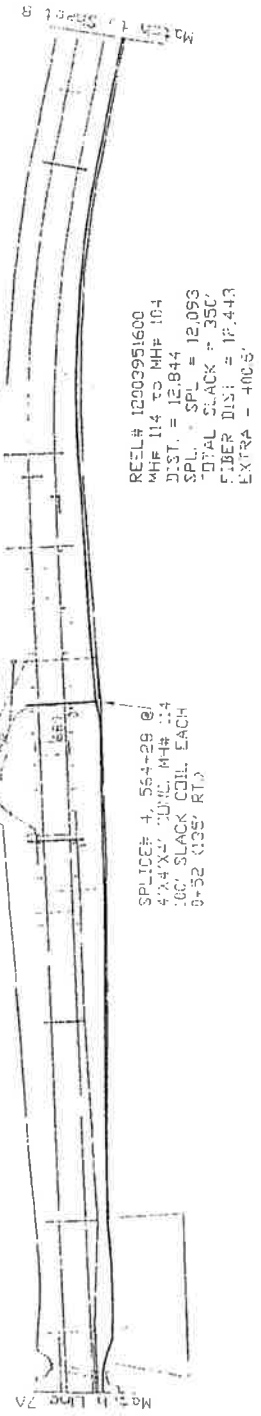
SHORT LONG DISTANCE DIVISION
ORLANDO FIBER BUILD
CONSTRUCTION DRAWING

DATE 00-07-00

REEL # 12003951600
 MHP 114 TO MHP 104
 DIST. = 12.844
 SPL. = 12.093
 TOTAL SLACK = 350'
 FIBER DIST. = 17.443
 EXTRA = 4005'



SR 417 - CENTRAL FLORIDA FREEWAY



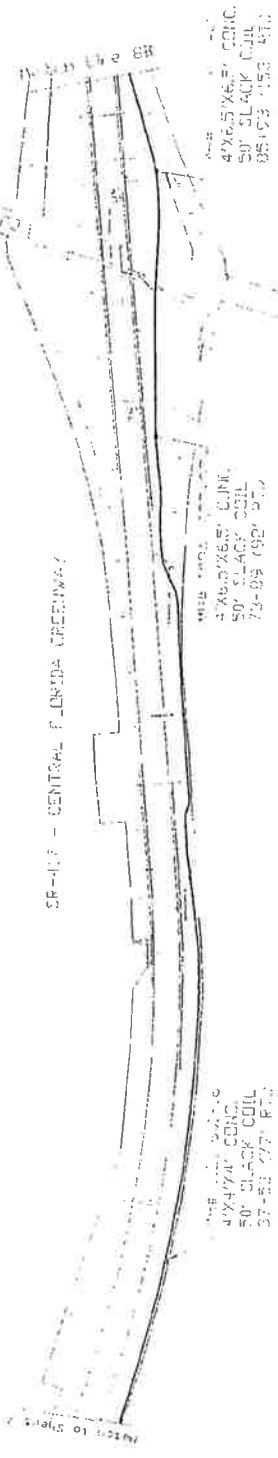
SPRINT LONG DISTANCE DIVISION
 ORLANDO FIBER BUILD
 CONSTRUCTION DRAWINGS



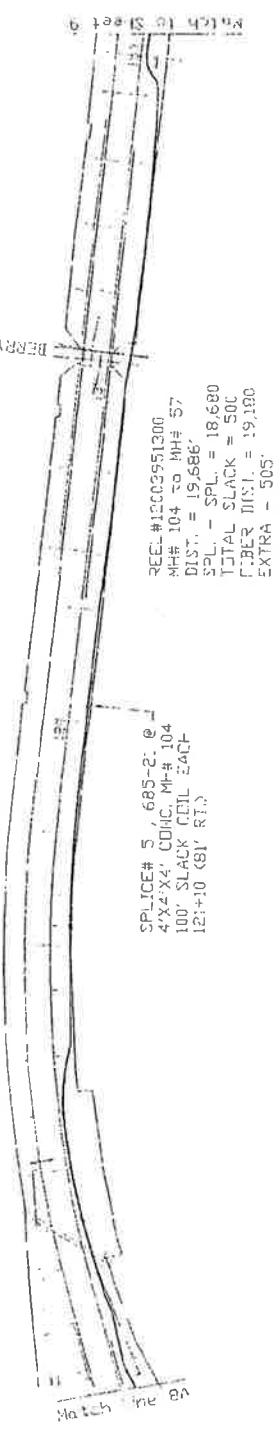
ORANGE COUNTY, FL

REEL # 12003951300
 MH# 104 TO MH# 103
 DIST. = 19,686'
 SPL. = 50' - 15,050'
 TOTAL SLACK = 500'
 FIBER DIST. = 19,180'
 EXTRA = 505'

SR-417 - CENTRAL FLORIDA GREENWAY



SR 417 - CENTRAL FLORIDA GREENWAY



SR-417 - CENTRAL FLORIDA GREENWAY
 ORANGE COUNTY, FL
 CONSTRUCTION DRAWINGS



NOT FOR REPRODUCTION
 OR REPRODUCTION

19

SECTION 100-00

REF: #P00095126
 MHP 104 10 MHP 57
 DIST = 15.686
 TOTAL SLACK = 500
 EXTER DIST = 15.130
 EX-RA = 535'



MHP 101 765+93

4'X4'X4' CONC
 50' SLACK COIL
 101-00 (67' RT.)

SR 417 - CENTRA FLORIDA GREENWAY

SECTION 100-00

MHP 101 765+93
 4'X4'X4' CONC
 50' SLACK COIL
 101-00 (67' RT.)

MHP 103 796+56
 4'X4'X4' CONC
 50' SLACK COIL
 103-00 (67' RT.)

SR 417 - CENTRA FLORIDA GREENWAY

Match Line SB

MHP 63 235+90
 4'X4'X4' CONC
 50' SLACK COIL
 235+13 (103' RT.)

PROPOSED SPRINT LDC
 BORE SEE SHEET 14

HOLLAND EAST-WEST EXPRESSWAY - SR 408

MHP 60 817+56
 4'X4'X4' CONC
 50' SLACK COIL
 278+33 (74' RT.)

SR 417 - CENTRA FLORIDA GREENWAY



DATE: 10/13
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 SCALE: 1"=100'

SPRINT LONG DISTANCE DIVISION
 ORLANDO FIBER BUILD
 CONSTRUCTION DRAWING



THIS DRAWING IS THE PROPERTY OF SPRINT
 NO PART OF THIS DRAWING
 BE REPRODUCED

②



REF #1200295156C
MAY 57 TO MAY 44
DIST. = 15,600
SPR - SPR. = 18.215
TOTAL SLACK = 50
FIBER DIST. = 18.35
EX RW = 872

4X25X5.5 CINC
50' SLACK WDL
50.55 (30' ST

MH#	S-	SEC-SS
4X6	10	17
5G	10	18
7C	9	19



YH# 514, 368+72
 4'X5.5'X5.5' CONC.
 50' SLACK CCIL
 125+45 (54' RL)



NOTIFICATION
OR REPRODUCTION
FOR ANY PURPOSE
WITHOUT THE WRITTEN
CONSENT OF THE
PUBLISHER IS PROHIBITED

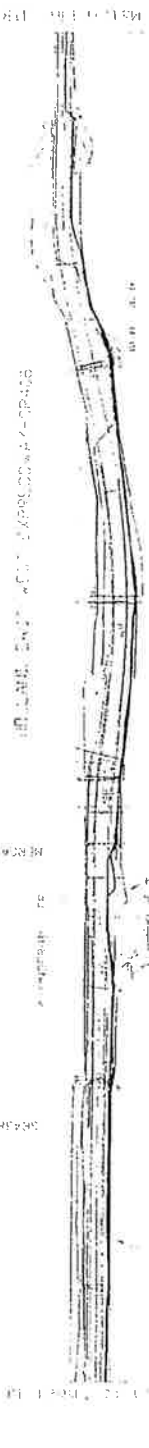
SPRINT AND DISTANCE DIVISION
 ORLANDO FIRE BULL
 CONSTRUCTION DRAWINGS

11

COAL COIL

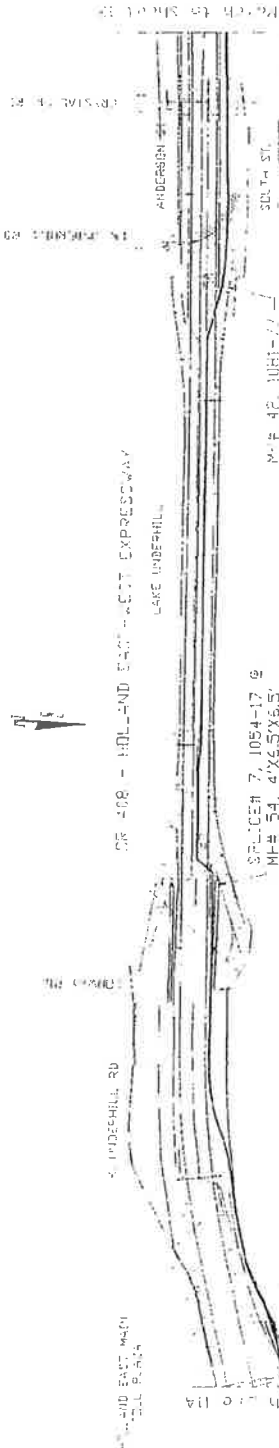
SEE 1200395260
M# 44 TO M# 46
4'X6.5'X6.5' CONC.
50' SLACK COIL
23-04 (29' RT.)

SEE 1200395260
M# 44 TO M# 46
4'X6.5'X6.5' CONC.
50' SLACK COIL
23-04 (29' RT.)



M# 44 1039-13
50' SLACK COIL
406x10 72' RT.

M# 45 1039-13
4'X6.5'X6.5' CONC.
23-04 (29' RT.)



SPL-CEH 7, 1054-17 G
M# 54, 4'X6.5'X6.5'
100' SLACK COIL EACH
23-04 (29' RT.)

M# 46, 1011-17
4'X6.5'X6.5' CONC.
50' SLACK COIL
23-18 (32' RT.)

SEE 1200395260
M# 44 TO M# 46
DIST = 19.688'
SPL - SPL = 13.215'
TOTAL SLACK = 800'
FIBER DIST = 18.815'
EXTRA = 87.3'

SEE 1200395260
M# 44 TO M# 46
DIST = 19.688'
SPL - SPL = 13.215'
TOTAL SLACK = 800'
FIBER DIST = 18.815'
EXTRA = 87.3'



SPRINT LONG DISTANCE
OKLAHOMA PUBLIC
CONSTRUCTION DRAWING

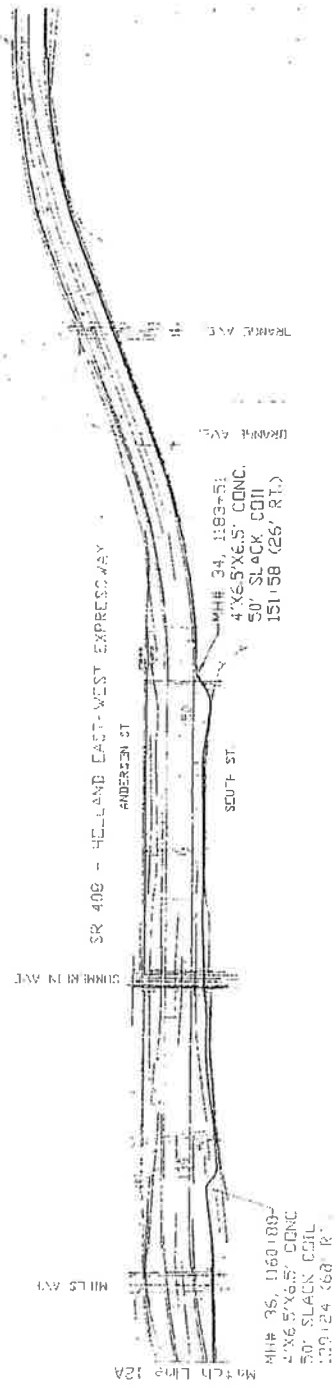


1200395260
M# 44 TO M# 46
DIST = 19.688'
SPL - SPL = 13.215'
TOTAL SLACK = 800'
FIBER DIST = 18.815'
EXTRA = 87.3'

10-23-00



REC. # 12-00-05-2402
 MHH 14 TO SHEET 11
 DIST. 15,386
 SP. L. CPL. = 15.974
 TOTAL SLACKY = 450'
 FIBER DIST. = 15,424'
 EXTRA = 3862'



SPRINT LONG DISTANCE DIVISION
 ATLANTA, GEORGIA 30303
 CONSTRUCTION DRAWINGS



7-20-00 11:25 AM
 100% FOR REVIEW
 NOT FOR CONSTRUCTION
 OR REPRODUCTION

OOCEA Fiber Optics

- **Compensation BASIC DATA**

1. \$4.00 dollars per lineal foot of duct within license area (Base Rate)
2. Executed on May 31, 2001; Effective Date May 31, 2001
3. Make Ready Work
4. CPI Escalation; annually on anniversary
5. Conduit approximately lease linear feet (22miles) (116.160 feet)

Deductions to charges:

1. Installation (first year) Estimated \$ 10.000.00

Compensation Calculation:

First year:

Total Estimated Linear Feet - 22 miles	→	116.160 ft
Annual charge per foot		<u>\$ 4.00</u>
Total Annual Fees		\$464.640 (A)
Less: Conduit installation costs (First year)		(10.000)
Total net first year	→	<u>\$454.640</u>

(A) Must be adjusted by CPI

The contract calls for a second provision for Fees – Market Adjusted Fee and the basis is for the aggregate difference between the actual calculations and the Estimated per Basis.

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Approval of Supplemental Agreement No. 2 to
First Renewal of Agreement with
WBQ Design & Engineering, Inc. for
Miscellaneous Design Consultant Services
Contract No. 000817

Board approval is requested for the referenced supplemental agreement with WBQ Design & Engineering, Inc. (WBQ), in the not-to-exceed amount of \$600,000.00 for Miscellaneous Design Consultant Services. Subject to Board approval and negotiation of fees and expenses, the additional services to be provided under this supplemental agreement will include:

1. Additional field survey, Florida Fish and Wildlife Conservation Commission permitting, excavation, capture and relocation of Gopher Tortoises associated with Wekiva Parkway sections 202 and 203. Over 250 Tortoises have been captured to date on section 202 alone which necessitated additional services.
2. Design services to prepare construction documents and bidding support for the S.R. 429 milling and resurfacing between CR 535 and Seidel Road.

First Renewal Amount	\$ 750,000.00
Supplemental Agreement No. 1	\$ 750,000.00
This Supplemental Agreement No. 2	<u>\$ 600,000.00</u>
Revised First Renewal Amount	\$2,100,000.00

WBQ was awarded this Contract under our Small Sustainable Business Enterprise (SSBE) program.

SUPPLEMENTAL AGREEMENT NO. 2
TO
RENEWAL AGREEMENT
MISCELLANEOUS DESIGN CONSULTANT SERVICES

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 13th day of August 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and WBQ DESIGN & ENGINEERING, INC., hereinafter called the "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Magnolia Avenue, Suite 200, Orlando, Florida 32801.

WHEREAS, the AUTHORITY and the CONSULTANT entered into an Agreement for Professional Services, dated November 8, 2011, where the CONSULTANT was to provide miscellaneous design consultant services for specific projects authorized by the AUTHORITY, and

WHEREAS, the AUTHORITY and the CONSULTANT entered into a Renewal Agreement, dated December 8, 2014, where the CONSULTANT was authorized to continue

providing miscellaneous design consultant services for specific projects authorized by the AUTHORITY, and

WHEREAS, the AUTHORITY wishes the CONSULTANT to continue to provide miscellaneous design consultant services for specific projects authorized by the AUTHORITY under the terms of the Renewal Agreement, and

WHEREAS, the CONSULTANT agrees to provide the required services for the additional projects identified by the AUTHORITY at the same costs and fees specified in the Renewal Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with services as requested by the AUTHORITY through the Work Authorization process.
2. The Maximum Limiting Amount specified in the Renewal Agreement is increased by \$600,000.00 to a new Maximum Limiting Amount of \$2,100,000.00.
3. All provisions of the Renewal Agreement, or any supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the Renewal Agreement, or any supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written. This Supplemental Agreement was approved by the Authority's Board of Directors at its meeting on August 13, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

WBQDESIGN & ENGINEERING, INC.

By: _____
Authorized Signature

Print Name: _____

Title: _____

Attest: _____
(Seal) Secretary or Notary

Approved as to form and execution only.

General Counsel to the AUTHORITY

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Approval of Contract Renewal with
Southern Strategy Group, Inc. for
Legislative Advocacy and Consultant Services
Contract No. 000894

Board approval is requested for the third renewal of the referenced contract with Southern Strategy Group, Inc., in the amount of \$125,000.00. The renewal period will be from February 1, 2016, to January 31, 2017.

The services to be provided under the renewal will include assisting and advising the CFX with respect to matters involving governmental bodies and representing the CFX before the Governor, Cabinet, and the Legislature (including its committees) in regular sessions and special sessions as called.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of August 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

WHEREAS, pursuant to Section 2 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 the third renewal of said Original Agreement beginning the 1st day of February 2016, and ending the 31st day of January 2017, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the second Renewal Agreement ending January 31, 2016, Consultant shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending January 31, 2016.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

SOUTHERN STRATEGY GROUP, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

Approved as to form and execution, only:

General Counsel for the Authority

2 DEC '14 PM 4:57

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of November 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

WHEREAS, pursuant to Section 2 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 the second renewal of said Original Agreement beginning the 1st day of February 2015, and ending the 31st day of January 2016, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending January 31, 2015, Consultant shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending January 31, 2015.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

SOUTHERN STRATEGY GROUP, INC.

BY: _____

Authorized Signature

Print Name: Chris Dudley

Title: Managing Partner

ATTEST: Amy Yandle

Secretary or Notary

(SEAL)

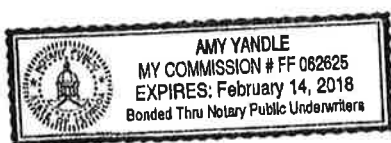
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____

Director of Procurement

Approved as to form and execution, only:

Joseph Thasistov
General Counsel for the Authority



Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

DOCER 14JAN 7 PM 2:27

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 Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

WHEREAS, pursuant to Section 2 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 the first renewal of said Original Agreement beginning the 1st day of February 2014 and ending the 31st day of January 2015 for the not-to-exceed amount of \$125,000.00.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

SOUTHERN STRATEGY GROUP, INC.

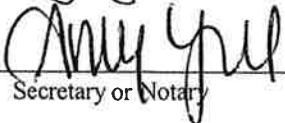
BY:

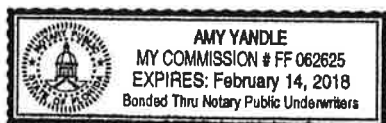

Authorized Signature

Print Name: Chris Dudley

Title: Managing Partner


ATTEST:

 (SEAL)
Secretary or Notary

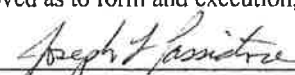


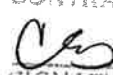
ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY:


Director of Procurement

Approved as to form and execution, only:


General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
 1/17/14
SIGNATURE / DATE

DOCER 14JAN13 PM 2:25

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SOUTHERN STRATEGY GROUP, INC.**

LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

CONTRACT NO. 000894

**CONTRACT DATE: JANUARY 23, 2013
CONTRACT AMOUNT: \$125,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION AND TECHNICAL PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION AND
TECHNICAL PROPOSAL
FOR
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES**

CONTRACT NO. 000894

JANUARY 2013

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member**

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 15
SCOPE OF SERVICES	SS-1 to SS-3
METHOD OF COMPENSATION	MC-1 to MC-2
TECHNICAL PROPOSAL	TP-1 to TP-32

CONTRACT

This Contract No. 000894 (the "Contract" as defined herein below), is made this 23rd day of January, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHERN STRATEGY GROUP, INC., 123 South Adams Street, Tallahassee, Florida 32302, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide legislative advocacy and consultant services as may be assigned to the contractor by the AUTHORITY; and,

WHEREAS, on or about October 27, 2012, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing legislative advocacy and consultant services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Fee Schedule negotiated with the CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be four renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 90 days prior to the expiration of the initial one year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$125,000.00.

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY

because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the

AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONSULTANT, its employees, agents, officers, and subconsultants may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT, its employees, agents, officers, and subconsultants' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

11.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**

11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property

and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

11.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONSULTANT Property or any license granted to AUTHORITY for use of the CONSULTANT Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONSULTANT, or a third party; or

11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all

notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT 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 Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONSULTANT acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONSULTANT acknowledges that it has read the Ethics Policy and, to the extent applicable, CONSULTANT will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subconsultants shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

18. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any

material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price 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 date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

SCOPE OF SERVICES LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

This Scope of Services is a general guide to the services the Authority requires the Consultant to provide and is not a complete listing of all services that may be required.

Upon direction of the Authority, the Consultant shall:

- A. Establish and maintain working relationships with the executive, administrative and legislative branches of the State government that will enhance the Authority's position with respect to its legislative agenda.
- B. Advise and assist the Authority with respect to matters involving state governmental or regulatory bodies. Communication protocol shall be as follows: Public Affairs Manager, Executive Director, Deputy Executive Director of Administration.
- C. Provide proactive and timely telephone and e-mail updates to designated Authority staff as identified in "A" above and other individuals as may be identified by the Authority.
- D. Schedule weekly conference calls with the Authority's Public Affairs Manager beginning in February through the end of the legislative session.
- E. Transmit via email to the Public Affairs Manager, a written summary report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Authority staff or Board may implement.
- F. Attend Board meetings in January (for Board officer elections); February (prior to the start of the legislative session); the Board meeting immediately after the session is completed; and July (after laws are signed). Attendance at all other Board meetings is strongly encouraged.
- G. Attend all board workshops and/or special meetings relating to any potential legislation.
- H. Attend joint meetings with the Authority's Executive Director and other tolling agencies as directed.
- I. Coordinate and communicate with other advocates representing other state tolling agencies keeping Authority management informed of these activities.

- J. Attend all pre-legislative sessions, committee meetings, hearings and conferences that may consider issues affecting the Authority. Provide notification of agendas and/or potential issues/discussions to designated Authority staff prior to any committee meetings and follow up with staff immediately after such activities.
- K. Attend all legislative sessions considering issues affecting the Authority and appropriate legislative meetings.
- L. Review and report on all pertinent, pending legislation and appropriations affecting the Authority. This review shall also include all appropriate committee meetings, hearing and conferences.
- M. Research and assist in preparing draft bills selected for pursuit by the Authority.
- N. Prepare and coordinate responses to legislative inquiries.
- O. Provide consultation and recommendations to the Authority on appropriate strategies and tactics on specific legislation.
- P. Participate in the crafting of itineraries and facilitating meetings with legislators, commissioners and staff for the Authority's Executive Director and/or Board members as needed. Provide information and/or research and other service as required to enhance communication between the Authority and all branches of the state government.
- Q. Schedule at least one meeting with each of the legislative and executive leadership during session.
- R. Submit requests for funding for various transportation projects to the Florida Legislature, the Florida Department of Transportation and other appropriate governmental agencies;
- S. Appear and testify before legislative meetings, hearings, proceedings and other administrative agency, as required, to promote, oppose, and seek passage of legislation or rules affecting the Authority or its customers, and specific legislation contained in the Authority's legislative program.
- T. Provide specialized assistance in guiding the Authority's proposals through the legislative process.
- U. Travel to the Authority, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel must be approved in advanced by the Executive Director. Travel will be reimbursed in accordance with Florida Statue 112.061.
- V. Prepare and present written monthly reports that may include but are not limited to: personal briefings and information bulletins pertinent to any legislation, rules or

regulations, and other state policies or programs that affect the Authority and its customers either directly or indirectly. Each report shall be submitted with monthly invoices.

W. Provide a report summarizing the status of the Authority's legislative priorities within one week of the closing of the regular or extended session. Provide a more detailed final written report on specific legislation and new requirements affecting the Authority within a reasonable time period, not to exceed thirty days from the close of session.

X. Provide additional services as directed.

Pre-scheduled quarterly meetings between the Authority and Consultant shall be held to review the Consultant's performance. The meetings will be conducted via teleconference or in person. The Authority will assess the Consultant's performance based on this Scope of Services. As stated in the Method of Compensation, the Authority reserves the right to withhold payment or payments to the Consultant, 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.

End of Scope of Services

METHOD OF COMPENSATION LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Consultant for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

The total amount to be paid by the Authority under the Contract for services, materials and "out of pocket" expenses the lump sum amount of \$125,000.00 for the initial one year term. The Consultant shall bill the Authority 1/12 of the Contract amount on a monthly basis. Additional services performed shall be compensated based on the fee schedule mutually agreed upon. Additional services shall be billed to the Authority separately from other services.

3.0 METHOD OF COMPENSATION

- 3.1 The Consultant shall have a documented invoice procedure. The Consultant shall prepare and forward invoices to the Authority's Accounts Payable Department.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.
- 3.3 Consultant shall receive and accept the compensation and payment provided in the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the Consultant in the Scope of Services.
- 3.4 The Consultant shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.
- 3.5 If the Consultant elects to receive direct deposit of payments from the Authority, the Authority will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.
- 3.6 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 or its designated representative. Any and all such payments previously withheld shall be released and

paid to Consultant promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Consultant, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Chief Financial Officer, with the approval of the Consultant, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services, as defined and determined by the Authority, and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Consultant.

5.0 PROJECT CLOSEOUT

Final Audit: The Consultant shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Consultant and any or all subcontractors to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such amounts are due to the Authority upon demand. Final payment to the Consultant shall be adjusted for audit results.

END OF SECTION



**Proposal
For
Legislative and Advocacy and Consultant Services**

Contract No. 000894

**Submitted To: Orlando Orange County Expressway
Authority**

**Submitted By: Southern Strategy Group
123 South Adams Street
Tallahassee, Florida 32301
850-671-4401 (Office)
Dudley@sostrategy.com**

November 15, 2012

TECHNICAL PROPOSAL

A. Understanding and Approach

For ten years, Southern Strategy Group (SSG) has had the honor and privilege to represent the Orlando Orange County Expressway Authority (OOCEA). During the course of this time, the firm's partners have all engaged in partnership with the OOCEA to advance the best interest of the OOCEA and Central Florida.

In 2003, SSG worked with the Governor and the Florida Legislature to pass House Bill 261, which for the first time granted the OOCEA the ability to issue its own finance bonds. The following year, SSG and OOCEA worked together with the entire Central Florida community to support the passage of the Wekiva Parkway and Protection Act. This legislation, and subsequent financing agreements negotiated with the state over the last several years, will result in the completion of the beltway around Central Florida and further serve as a significant economic development driver for the region.

Southern Strategy Group has also been proud to work on other key issues on behalf of the OOCEA. With the advancement in tolling technology, SSG and OOCEA worked together to take the lead in revising the procedure for toll violations to be coordinated by multiple agencies and handled more efficiently for the consumer. This effort was the result of work both within the Florida Department of Highway Safety and Motor Vehicles and with the Florida Legislature in passing House Bill 1271 during the 2010 regular legislative session.

Most recently, Southern Strategy Group has worked diligently with the Florida Department of Transportation, the Governor's Office, the Government Efficiency Task Force and the Florida Legislature to ensure the continued independence of the OOCEA in the face of complete consolidation proposals. In the course of these discussions, SSG has worked together with the staff of not only the OOCEA, but the Florida Turnpike Enterprise, the Tampa Hillsborough Expressway Authority and the Miami Dade Expressway Authority to produce recommendations and proposals for shared services to increase efficiency and lower costs to users of the system.

Moving forward, Southern Strategy Group proposes to partner with Capitol Insight. Together, both firms would support all of the requirements identified in the Scope of Services. Most importantly, Southern Strategy Group and Capitol Insight would propose to focus on three very significant issues.

- First, we must support and advance the continued independence of the OOCEA. Given the level of commitment the Board and Agency have devoted to the Central Florida region, maintaining the management and financial independence of the OOCEA is the top priority.

- Second, we must continue to work with the Governor's Office, the executive branch agencies, the Legislature and other authorities to continually work to improve shared services, lower costs and improve efficiency for the consumers.
- Finally, we must work to ensure the continued funding and support of the five year work program and the Wekiva Parkway. These are all projects that involve multiple funding partners and legislative and executive branch support.

We think the key to success for these priorities, as well as others identified by the Board and Staff, involves strong communication between Southern Strategy Group/Capitol Insight and OOCEA. Regular verbal and written communication is vital. Further, attrition in the legislative and executive branches of government mean that education of state and local decision makers on the work of the OOCEA is equally important. Briefings with the local delegation, legislative leadership members and the executive branch will remain a priority.

B. Firm/Team Qualifications and Experience

Southern Strategy Group is a full-service lobbying firm founded in 1999 by Paul Bradshaw. Today, Southern Strategy Group is affiliated with 17 offices in 12 states. The Tallahassee office is led by Founder and President Paul Bradshaw and Managing Partner Chris Dudley. In addition, the team of professionals includes former Attorney General and Secretary of State Jim Smith, former Executive Director of the Florida Department of Highway Safety and Motor Vehicles Electra Bustle, former Secretary of the Agency for Health Care Administration Tom Arnold, former State Representative Sandy Safely, and partners Paul Mitchell, David Browning, Towson Fraser, Stacey Webb, James McFaddin and Lindsey Perkins. We have attached detailed biographies on all the team members. The Tallahassee office is headquartered at 123 South Adams Street, Tallahassee, Florida 32301.

In July 2005, Southern Strategy Group established an Orlando office, led by Managing Partner Kelly Cohen and Oscar Anderson. Alex Setzer joined the Orlando office as a partner in 2011. The Orlando office is headquartered at 78 West Church Street, Suite 200, Orlando, Florida 32801.

For this proposal, SSG would propose that all 12 members of the Tallahassee team and all three members of the Orlando team be available for use by the OOCEA. Chris Dudley in Tallahassee and Oscar Anderson in Orlando would serve as the full-time primary contacts/lead representative for the OOCEA. However, every member of the team meets the experience requirements listed in the procurement. All three members of the Capitol Insight team would also be available as needed for use by the OOCEA.

With over a 100 years of combined experience as a legislative advocate and consultant, the Southern Strategy Group team has represented a number of governmental entities within the state of Florida including the Orlando Orange County Expressway Authority, the Tampa Hillsborough County Expressway Authority, City of Orlando, City of Jacksonville, Marion County

Board of County Commissioners and Brevard County Board of County Commissioners. In addition, SSG has also done project specific work for the City of Tallahassee and Capitol Trust Agency. The key contacts for each of these entities are listed below:

Tampa Hillsborough Expressway Authority
Mr. Joe Waggoner – 813-272-6740 (Executive Director)
Contract Dates: 11/19/07 – 10/31/11

City of Orlando
Mayor Buddy Dyer – 407-246-2221
Contract Dates: 01/1/05 – current
Key Issue: SunRail Approval and Funding

City of Jacksonville
Adam Hollingsworth (former Chief of Staff to Mayor) – 850-488-5603
Contract Dates: 12/1/07 – 11/30/10
Key Issue: Local Government Tax Limitations

Marion County Board of County Commissioners
Charlie Stone – 352-438-2323 (former Commission Chairman)
Contract Dates: 01/9/07 – 08/31/11
Key Issue: Spring and Septic Tank Legislation

Brevard County Board of County Commissioners
Leigh Holt – 321-637-5407 (Legislative Coordinator for Contract)
Contract Dates: 03/1/06 – 10/31/09
Key Issue: Transportation Funding

City of Tallahassee
Lewis Shelley – 850-891-8554
Contract Dates: 03/9/09 – 05/1/09
Key Issue: Claims Bill

Capitol Trust Agency
Ed Gray – 850-934-4046
Contract Dates: 02/15/02 – current
Key Issue: Financing for Low-Income Housing Projects

In addition to Tallahassee and Orlando, Southern Strategy Group also maintains offices in Tampa, Jacksonville and Miami under separate and distinct limited liability companies each with carefully selected government consultants who have held the highest staff positions in the executive and legislative branches of Florida State and local government. On occasion, we will draw upon these partners as needed.

Capitol Insight will serve as the sub-consultant partners for this proposal. Led by former Speaker of the House Dean Cannon from Orlando, Capitol Insight brings an exceptional amount of government experience and leadership to the OOCEA team. Speaker Cannon will be joined on his team by two well respected professionals: former Speaker of the House Larry Cretul and Cynthia Lorenzo, who has served as the Secretary to three Governor's agencies during her tenure in Government. I have attached the biographies of the Capitol Insight team for review.

As a team, Southern Strategy Group and Capitol Insight bring significant experience and qualifications to the OOCEA. In addition to our focused work on behalf of OOCEA for the past ten years, Speakers Cannon and Cretul bring a combined 16 years of legislative experience in the area of transportation and appropriations. These gentlemen also bring unique relationships with the Governor and Executive branch staff. Cynthia Lorenzo also brings a unique level of leadership to the team for OOCEA. In addition to her tenure as Secretary of the Departments of Juvenile Justice, the Agency for Workforce Innovation and the Department of Economic Opportunity, Ms. Lorenzo also served for seven years as the communications director for the Florida Department of Transportation. Both Speaker Cretul and Ms. Lorenzo have strong ties to the current House and Senate leadership teams.

As required under the contract proposal, neither Southern Strategy Group nor Capitol Insight represents any entities that would compete with the Authority for state funding or legislative initiatives. Any future potential conflicts of interest would be first provided to the Executive Director of the OOCEA for his prior approval.

C. Organization and Management

Southern Strategy Group proposes to serve as the primary contractor this contract. Capitol Insight will serve as the sub-consultant. Chris Dudley in Tallahassee and Oscar Anderson in Orlando will serve as the lead representatives for OOCEA. In this role, both Chris Dudley and Oscar Anderson can facilitate the use of any other partner needed. This gives the OOCEA staff the ability to direct specific work projects to other members of the team in the most efficient and accountable manner.

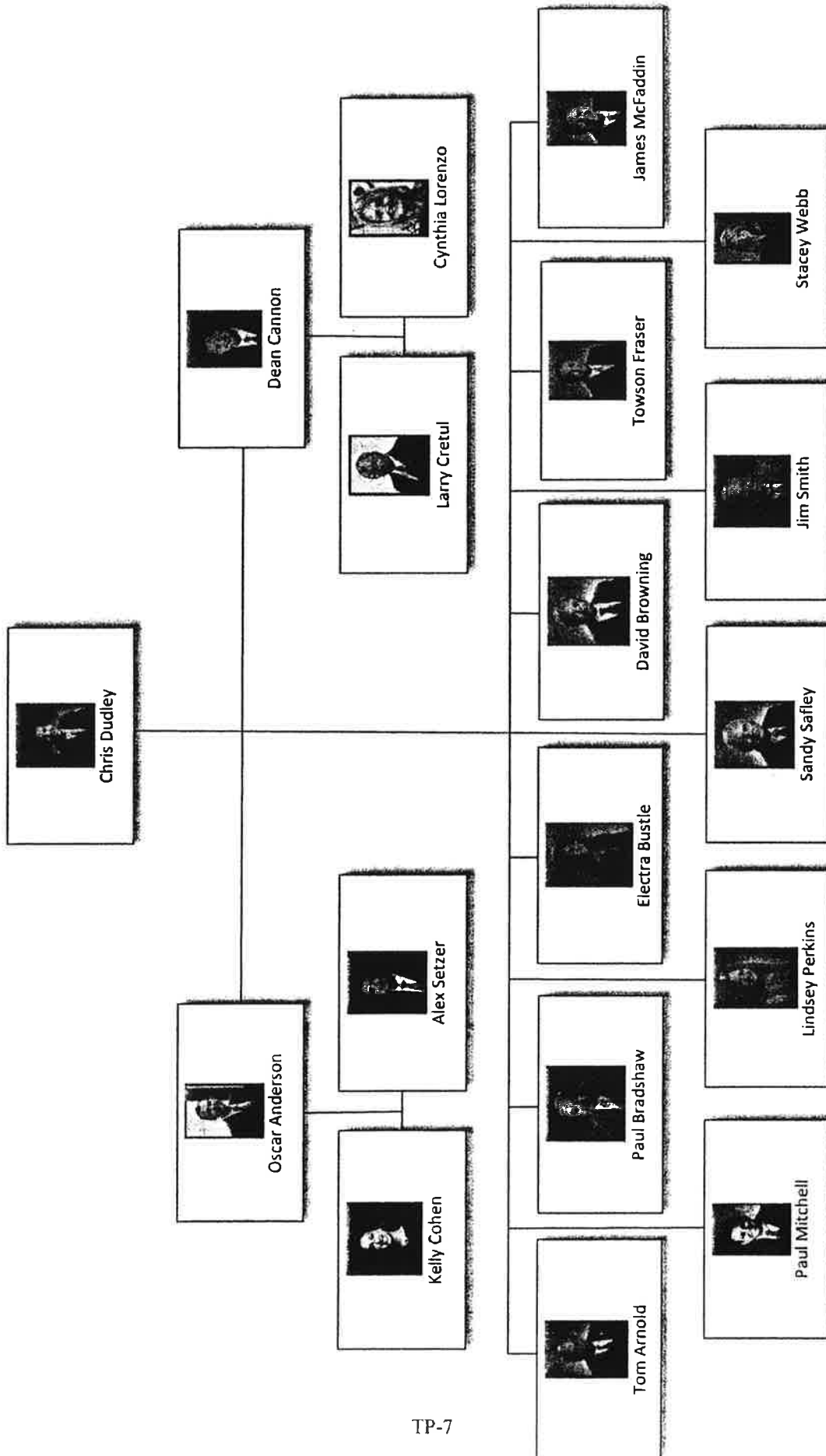
Both Southern Strategy Group and Capitol Insight believe the best advocates come from having served in the highest levels of government. With the combined resources of a former statewide elected Attorney General, two former Speakers of the House, three former agency heads, a former OPB Budget Director, several agency chief of staffs, and other former high level senior staffers, Southern Strategy Group and Capitol Insight propose to offer the most highly experienced and connected team in Florida. By having a key point of contact locally and in Tallahassee, this team offers a management and organizational strength of being able to effectively communicate with the Board and staff, while also having access to a broad-based team of experts when needed.

Under the required Scope of Services, the Southern Strategy Group/Capitol Insight team proposes Chris Dudley and Oscar Anderson will work directly with OOCEA to attend key legislative hearings, review and report on all pertinent and pending legislation, research and assist in the drafting of legislation, appear before any executive or legislative hearing and testify when needed and coordinate any and all meetings with the OOCEA and Board members. From a broader strategy and planning perspective, we expect to engage Paul Bradshaw, Electra Bustle, Dean Cannon, Cynthia Lorenzo and Larry Cretul into both key planning sessions with the OOCEA staff and Board Members, but also to participate in regularly scheduled conference calls both during and after the regular legislative session and committee weeks. Other members of the team will be fully available to the OOCEA staff and Board as needed, and can be directed through the proposed lead representative.

We feel that this approach provides the highest level of accountability and ensures access to an unparalleled team of experts.

D. Required Attachments to Proposal

We have attached the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, and the Completed Code of Ethics form. Also, attached are complete biographies for all proposed members and Article of Incorporation for Southern Strategy Group.





THOMAS W. ARNOLD

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



In October of 2009 Thomas W. Arnold was appointed by Governor Charlie Crist as Secretary of the Agency for Health Care Administration (Agency). As Secretary, Tom managed the planning and operations of the nearly \$20 billion Florida Medicaid Program and the Division of Health Quality Assurance which performs the licensure and Federal Medicare and Medicaid certification activities for most Florida health care facilities (over 45,000 businesses). Tom also provided oversight for the Florida Center for Health Information and Policy Analysis which is the designated Florida entity for planning and implementing federally mandated health information exchange (HIE) activities.

Prior to his appointment as Secretary, Tom served as the Agency's Chief of Staff and served with Governor Jeb Bush as the Florida Medicaid Director from 2004 – 2007 where he effectively managed the country's fourth largest Medicaid program. Tom has over 31 years of service to the State of Florida in the health and human services executive agencies.

In previous roles in Florida state government, Tom served as Deputy State Health Officer for the Department of Health (DOH) where he was responsible for oversight of Florida's 67 county health departments. He also served as the Deputy Secretary for the DOH where he was responsible for oversight and direction of the Division of Medical Quality Assurance which is responsible for the licensing of all medical

professionals in Florida. As Deputy Secretary he also managed the Division of Information Technology; the Division of Administration; the Division of Disability Determination; the Office of Health Planning and Evaluation and the Office of Performance Improvement. Tom began his state career as an auditor in the Medicaid Program in 1979 at the former Department of Health and Rehabilitative Services (HRS). At HRS he held management positions related to Medicaid policy development, combating fraud and abuse, hospital, nursing home and other rate setting, licensing and monitoring managed care entities, and Medicaid and Food Stamp beneficiary eligibility determination.

Tom is an accomplished public speaker and has extensive experience testifying before the Florida Legislature and is frequently called upon to present at public and private conferences and other functions. He has served on numerous boards and councils and is recognized as an expert in health and human services.

Tom is a native Floridian from Duval County and proudly served in the United States Marine Corps Reserve from 1970 to 1976. Tom earned a Bachelor's degree in accounting from Florida State University.



PAUL BRADSHAW

TALLAHASSEE, FLORIDA

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Paul Bradshaw is the founder of Southern Strategy Group. Paul has also served on many campaigns, including coordinating issues development for former Governor Charlie Crist when he made his first run for statewide office in 2000. With a background in Florida government, Paul has dealt with a broad range of major public policy initiatives, including those directed at development, environmental protection, and land acquisition.

Between 1986 and 1990, Paul served in the Martinez Administration as the chief cabinet aide to the Governor, the director of the state's growth management program, and as the director of the Office of Policy and Budget. In those roles Paul was instrumental in advancing Florida's environmental and growth management programs.

Since 1990, Paul has served as a lawyer and lobbyist in Tallahassee. In the summer of 1999 he formed Southern Strategy Group in order to exclusively focus on lobbying, and a short time later

joined forces with David Rancourt to facilitate interactions between the private sector and government. Since then, Paul has continued his public service by co-chairing the Governor's Growth Management Commission and by being appointed to the Governing Board of the Northwest Florida Water Management District.

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DAVID BROWNING
TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



David Browning is one of Florida's top political campaign operatives. David has worked with the state's most powerful elected officials and brings a new dimension to Southern Strategy Group's team of lobbyists in Tallahassee. Fresh from traveling the state with newly elected Governor Rick Scott, David was instrumental in raising millions of dollars for campaign war chests in the 2010 election cycle. David also worked for Chief Financial Officer Jeff Atwater and Agriculture Commissioner Adam Putnam and set fundraising records for those campaigns. Fundraiser, strategist, and confidante, David is among a handful of insiders who help guide candidates to victory in Florida.

David has been equally busy helping the legislative branch. For the past four years, David has served as the chief fundraiser for Speaker Dean Cannon. David's responsibilities included raising money for Speaker Cannon's personal campaign as well as working with House leadership to raise money for the House Republican Caucus. Through these

efforts, the Florida House returned 81 republican members giving them a supermajority.

In the Florida Senate David has represented Senate President Mike Haridopolos and Senate Majority Leader Andy Gardiner. David has also worked with Senator John Thrasher who was elected in a highly contested special election. David brings his unique expertise to the Tallahassee team and offers our clients unprecedented insight into the workings of state government.

David is a graduate of Florida State University with a degree in Political Science.



CHRIS DUDLEY

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.

A native of Fort Myers, Florida, Chris Dudley graduated from the University of South Florida in 1993 with a Bachelor of Science degree in Political Science.

Chris joined Southern Strategy Group in November of 2000 after serving seven years in state government. During this time, Chris served as the Assistant to the Chief of Staff and the Acting Deputy Chief of Staff to former Florida Governor Jeb Bush. Prior to serving in Governor Bush's administration, Chris served as the Deputy Chief of Staff, Deputy Legislative Director and Special Assistant to former Florida Education Commissioner, former Florida Lt. Governor and current University Chancellor, Frank T. Brogan. Chris also served as a legislative aide in the Florida House of Representatives. Throughout the years, Chris has worked on various state and local campaigns, including the 1998 and 2002 Bush/Brogan gubernatorial campaigns.



A devoted community activist, Chris was a finalist for Volunteer of the Year in 2007. Chris currently serves on the Board of Directors for the Mary Brogan Museum of Art and Science, where he served for two years as Chairman, the Board of Directors for the United Way of the Big Bend, and the Board of Directors for the Greater Tallahassee Chamber of Commerce.

Chris, his wife Susanne, and their two sons live in Tallahassee.



TOWSON FRASER

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Towson Fraser joins Southern Strategy Group with more than 10 years of political and governmental experience.

Most recently, Towson served Governor Charlie Crist as his Deputy Chief of Staff and Legislative Affairs Director. As Deputy Chief of Staff, Towson coordinated with numerous state agencies including the Department of Environmental Protection, Department of State, Department of Revenue, Fish and Wildlife Commission, Water Management Districts, and the Agency for Workforce Innovation. As Legislative Affairs Director, Towson managed the progress of the Governor's priorities through the legislative process including budget issues and landmark legislation in regard to Energy, Health Care, Insurance, and Property Taxes.

Prior to working for Governor Crist, Towson served as Communications Director for Speaker Allan Bense as well as the Republican Party of Florida, the Department of Management Services, and the Department of Community

Affairs. Towson also worked in the House Majority Office under Speakers John Thrasher and Tom Feeney.

A native of Tallahassee who grew up in Jacksonville, Towson, his wife Carrie, their daughter Caroline, and son Jack live in Tallahassee.



JAMES H. MCFADDIN

TALLAHASSEE, FLORIDA

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James H. McFaddin comes to Southern Strategy Group from Health Management Associates, a Fortune 500 hospital company with over 70 hospitals and 400 clinics in 15 states, where he served as Director of Government Affairs. James was responsible for representing the company's interests in Washington, DC, state capitals including Tallahassee, and in front of state health care agencies and local governments.

Prior to joining Health Management, James served as Chief of Staff for the Florida Agency for Health Care Administration. As Chief of Staff, James was involved in the management and operations of the Agency including the Florida Medicaid Program, the regulation of Florida's health care facilities, and oversight of the Agency's \$20 billion budget. During this time, James was also appointed by the Governor to manage the state's federally-mandated health information exchange activities as Florida's Health Information Technology Coordinator. Prior to being named Chief of Staff, James served as the Agency's Legislative Affairs Director.

Before joining the Agency, James served as the Deputy Director of Legislative Affairs for the Executive Office of the Governor where he worked to develop and coordinate passage of the Governor's legislative and budget priorities. James has also served as a Senior Analyst in the Florida Senate specializing in health care, criminal justice, and agricultural issues.

A native of South Carolina, James graduated from Emory University in Atlanta, Georgia, where he earned Bachelor of Arts degrees in both Economics and Political Science. James and his wife Logan reside in Tallahassee, Florida.

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PAUL MITCHELL
TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.

Paul Mitchell joins Southern Strategy Group after having served at the top in some of the most powerful executive branch agencies in Florida government. Paul began his career in state government in 1988 as an aide to, then Insurance Commissioner, Tom Gallagher. In 1994, Mitchell was appointed Chief Cabinet Aide to former Secretary of State Sandra Mortham and specialized in financial services, environmental and education issues. In 1998, following Tom Gallagher's election as Education Commissioner, Paul Mitchell was asked to serve as the Commissioner's Chief of Staff. Six years and two successful administrations later, Paul continued to serve as Chief of Staff to Tom Gallagher, the state's first Chief Financial Officer at the Florida Department of Insurance and then at the Department of Financial Services.

A native Floridian from Palm Beach County, Paul Mitchell was a dedicated public servant for more than fifteen years. Prior to entering government, he graduated with honors from Florida State University in Political Communications.



An expert in policy and administration, Paul served on several boards and commissions including the E.R.P. (Enterprise Resource Planning) Integration Task Force, a statewide effort initiated by the legislature to improve financial management of taxpayer dollars and modernize state personnel systems. Paul also served with the Florida Commission on Economic Education and the "Just Read Florida" program.



LINDSEY PERKINS

TALLAHASSEE, FLORIDA

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Lindsey Perkins joined Southern Strategy Group in March of 2012 after graduating from the University of North Florida with a Bachelor's of Science degree in Business Administration with an emphasis in Marketing. While pursuing her undergraduate degree, Lindsey worked for the Florida Department of Law Enforcement in 2009 and as an intern for a private consulting firm, representing clients on a wide variety of issues, in 2010 and 2011.

Lindsey is actively engaged in the Tallahassee Network of Young Professionals, a group of young professionals networking to enrich the city by providing talent and valuable resources to local businesses and cultural organizations. In addition, Lindsey is a member of the Tallahassee Republican Women's Club Federated, whose purpose is to support the Republican Party's programs, and to encourage and strengthen Republican involvement in those programs as well as to support their participation as candidates for elective office. Lindsey is a native of Tallahassee.



R. Z. "SANDY" SAFLEY

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



R.Z. "Sandy" Safley's career, which includes both the public and private sectors in Florida, uniquely positions him to represent clients on issues related to Insurance and regulatory matters, transactions, company creation, capital formation, and banking and financial services before the executive and legislative branches of Florida government and the Florida Cabinet. In 1988, Sandy was elected to the Florida House of Representatives representing parts of Pinellas, Hillsborough, and Pasco counties for five terms. During his tenure in the House of Representatives, Sandy served as Chairman of the House Committee of Financial Services (Insurance, Banking, and Securities), Policy Chairman of the House Republican Caucus, and Chairman of the Subcommittee of Banking and Corporations, the Natural Resources Committee, and others.

Sandy was honored numerous times with awards for his work and passage of critical legislation affecting Florida's water policy and management, as well as the landmark land acquisition program Preservation 2000. Sandy also served on the Executive Committee of the National Conference of Insurance Legislators (NCOIL).

In the private sector, Sandy has served as President of a residential and commercial development company, and President of a consulting firm representing national financial service and reinsurance companies, as well as domestic insurance companies.

Sandy has served on numerous civic boards and currently is a board member of the Federal Alliance for Safe Home (FLASH), and is past Chairman and Vice Chairman of Babcock Ranch, Inc., a not-for-profit corporation created by the State of Florida to oversee a 73,000 acre parcel of land that the state purchased along with Lee and Charlotte Counties to preserve as a working ranch and environmental center. Sandy also served as a member and Vice Chairman of the Florida Marine Fisheries Commission.

Sandy earned his Bachelor's degree from Middle Tennessee State University.



JIM SMITH

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Jim Smith, a Florida political veteran of unmatched governmental experience, joins Southern Strategy Group after serving Florida and its citizens for more than forty years. Elected to two terms at Florida's Attorney General, Jim was known for his zeal in fighting crime and protecting Florida's consumers. Jim also served as Florida's Secretary of State, Chief of Staff to the Governor, Deputy Secretary of Commerce, and the Assistant Secretary of State.

Jim has served on many task forces and boards including Co-Chairman the Florida Election Reform Task Force, Commission on the Future of Florida's Environment, Governor's Task Force to Promote Ethics in Government, and Governor's Commission on the Statewide Prosecution Function. Jim has also been involved in Florida's education system by being a member of the Board of Regents for the State University System and serving as Chairman and Vice Chairman of the Board of Trustees for Florida State University.

Jim has often been honored for his commitment to Florida. Jim received the Honorary Doctor of Humane Letters Degree, Florida State University; Conservationist of the Year, Florida Audubon Society; Honorary Doctor of Laws Degree, Stetson University; Stetson University Distinguished Alumni Award; Friend of Education Award, Florida Teaching Profession-National Education Association; President's Award, Florida Education Association; Furtherance of Justice Award, Florida Prosecuting Attorneys Association; and Meritorious Service Award, Florida Silver-Haired Legislature. Jim was the recipient of a U.S. Department of Justice Award for Effectiveness in Drug Enforcement.

Jim received a B.S. in Public Administration and Government from Florida State University and a J.D. from Stetson University of Law.



ELECTRA THEODORIDES-BUSTLE

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Electra Theodorides-Bustle has had an extensive public sector career that has included over 15 years of executive, legal, and policy making positions.

In February 2007, Electra was unanimously appointed by Florida's Governor and Cabinet as the Executive Director of the Department of Highway Safety and Motor Vehicles. As Executive Director, Electra was responsible for all activities of one of the nation's largest safety and consumer oriented agencies, which includes the Florida Highway Patrol, the Division of Driver Licensing, and the Division of Motor Vehicles as well as a large information technology and administrative and business support divisions.

Prior to being appointed Executive Director, Electra served as Assistant Commissioner for the Florida Department of Law Enforcement for three years and oversaw critical areas including legislative affairs office, sexual predator registry, the Capitol Police, criminal justice officer, records and discipline, and the State's criminal history and fingerprint databases.

Electra also has a diverse legal career in the public sector serving as Assistant General Counsel for the Department of Highway Safety and Motor Vehicles, General Counsel for the Sarasota County Sheriff's Office and Deputy General Counsel for the Florida Sheriffs Association. Electra also represented the

Commission for Florida Law Enforcement Accreditation and the National Association of Women Law Enforcement Executives.

Electra received her Juris Doctorate from Florida State University, College of Law and has a Bachelor of Arts degree from the University of Pennsylvania. Electra is also a certified law enforcement officer.

Electra was the recipient of the 2008 Glass Ceiling Award presented by the Florida Federation of Business and Professional Women. This award honors women who have successfully broken through the barrier of advancement within their profession, enabling them to reach the management level positions previously barred to working women. Electra was the first female Captain and Major at the Sarasota County Sheriff's Office, the first female Assistant Commissioner for the Florida Department of Law Enforcement and the first female Executive Director for the Department of Highway Safety and Motor Vehicles in its 70 year history.

Electra is active in the community serving on both the American Red Cross and Animal Shelter Foundation Boards. Electra and her husband Dennis, a 30 year law enforcement veteran, live in Tallahassee.



STACEY WEBB

TALLAHASSEE, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Stacey Webb formerly served as Assistant Chancellor for the Division of Community Colleges and Workforce Education at the Florida Department of Education. Stacey led the Division's legislative efforts and played a key role in the Department's communications, personnel, and budgeting – gaining the deep, substantive policy knowledge, especially in education, with which to work at the high staff level throughout state government. Stacey also served as the President for the Foundation for Florida's Community Colleges. Under Stacey's leadership, the Foundation's assets quadrupled providing an additional \$15 million in student scholarships.

Prior to working for the Division of Community Colleges and Workforce Education, Stacey served as staff director and Majority Office senior analyst with the Florida House of Representatives. There, Stacey covered legislative issues relating to higher education, criminal justice, state administration, local government, and education appropriations.

Stacey received a Bachelor of Arts from Stetson University and a Master of Public Administration from the University of Central Florida.



OSCAR ANDERSON

ORLANDO, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Oscar is a native of Central Florida and has extensive background in government. Prior to joining Southern Strategy Group, Oscar has served in the legislative and executive branches at the local, state, and federal levels. Oscar became a government expert that understands firsthand how to move bureaucracy to effect change. After more than a decade of government service, Oscar was dubbed "politically connected" by the *St. Petersburg Times*.

From 1998 to 2000, Oscar served as the chief lobbyist for Orange County Chairman Mel Martinez. When President Bush asked Chairman Martinez to serve as U.S. Department of Housing and Urban Development (HUD) Secretary, Oscar moved to Washington, D.C. in 2000. As an integral part of Secretary Martinez's senior staff, Oscar managed the Congressional office and later was promoted to Deputy Chief of Staff. Oscar specialized in the appropriations process and negotiated the passage of \$75 million for the Administration's American Dream Downpayment Initiative.

Returning to Florida was important to Oscar, and in 2003, he was offered a position as Chief of Staff and Assistant Secretary at the Department of Community Affairs (DCA). During Oscar's tenure at DCA, he directed passage of the landmark Wekiva Parkway and Protection Act legislation and had a key role in the passage of the first overhaul to the state's growth management laws in 20 years.

Oscar is an active member of the MetroOrlando Economic Development Council's government affairs teams and serves on the MyRegion.Org Board of Directors, a collaboration of public, private, and institutional leaders creating a growth management and economic development vision for Central Florida.

In May of 2008, Governor Crist appointed Oscar to Chair the Affordable Housing Study Commission, making recommendations to the Governor and Legislature on affordable housing policy for the state.

Southern

STRATEGY GROUP



KELLY COHEN

ORLANDO, FLORIDA

ACCESS. ADVOCACY. ADVICE.

Kelly Cohen is a forceful advocate for clients in Central Florida. In May of 2005, due to her local government expertise, Kelly opened the first intra-state/local office for Southern Strategy Group. Kelly's primary focus is on local and state government, transportation, land use, economic development and business development. Kelly brings a unique understanding of the Orlando market, having worked closely with the leaders at a local, state and federal level. Kelly understands the importance of the intersection between policy and politics.

Kelly has gained valuable experience in designing and making public-private partnerships work. Kelly has been part of numerous community projects including the Creative Village, a 68 acre urban redevelopment site being led by Banc of America Community Corporation and the City of Orlando.

Prior to Southern Strategy, Kelly practiced law in South Florida. Then, Kelly became a strategist and fundraiser in some of Florida's most visible campaigns. Kelly acted as the statewide Finance Director for then State Senator Buddy Dyer when he ran for Attorney General and again in his successful races for Orlando Mayor in 2003, 2004 and 2008. After Mayor Dyer's first victory, Kelly acted as staff for the Mayor's Transition Team. Kelly has consistently been involved in a number of local political issues, including Orange County Commissioner Bill Segal's re-election and race for Orange County Mayor; Suzanne Kosmas' successful win for 24th District of US Congress. Kelly worked closely with Alex Sink on



her successful campaign for the Chief Financial Officer and is actively participating in her campaign for Governor.

Most recently, Kelly was listed as one of Orlando's Fifty Most Powerful in *Orlando Magazine's*. *Florida Trend* recognized Kelly as "an up-and-comer who can get most of the people on this list to return her calls" making her one of the "Must Know" contacts in the region. Kelly has been honored by the *Orlando Business Journal* as awardee for the "40 under 40" leadership.

Kelly has dedicated herself to being an active member of our Central Florida Community. Kelly participates on several Boards- both civic and philanthropic. Kelly is on the Board of Directors for the Metro Orlando Economic Development Commission and serves on their legislative affairs and government relations committees. Kelly also serves on the Board of Directors for the Ronald McDonald House, Center for Drug Free Living, and Orlando Children's Trust.

Kelly has used her fundraising skills from the political arena to assist many philanthropic groups throughout the region. Kelly has acted as the Sponsorship Chair for all of Mayor Dyer's City Kidz Fundraisers benefitting Parramore Kidz Zone. Kelly has also served on fundraising committees for Junior Achievement, Harbor House, and the American Heart Association.



ALEX SETZER

ORLANDO, FLORIDA

ACCESS. ADVOCACY. ADVICE.



Alex Setzer is a Central Florida native who earned his reputation as a fixture in successful elections. Candidates from throughout the state credit Alex's strategic plans, tactical acumen, and ability to get the job done as a reason for their campaign's success.

First learning the ropes as a campaign volunteer in the '90's, Alex quickly developed a stellar record as one of Central Florida's youngest political consultants. Alex was instrumental in the political ascension of several of central Florida's new breed of elected officials and remains a well-respected strategist on the Florida political stage.

In 2005, Alex was asked to fill a position of community trust as the Chief Deputy Supervisor of Elections for Seminole County. In his four years in the role, Alex helped transform an office which catapulted voter trust in the county, and did so with a measurement tool that has been copied by elections offices throughout the country.

After serving in the Seminole County elections office, Alex ran one of the most successful political committees in the state, Citizens for an Enterprising Democracy. In the private sector, Alex has also negotiated land development rights with several government entities on behalf of clients.

At Southern Strategy Group, Alex combines his land-use expertise, political acumen, and connections to deliver positive results to clients.

Alex is very active in the community, having served as a gubernatorial appointee to the Early Learning Coalition of Seminole County and as a member of the Seminole County Planning and Zoning Board. In September of 2011, Alex was appointed by Governor Rick Scott to the board of trustees of Seminole State College.

Alex received his Bachelor's from Florida State University, and will receive his Master's in Business Administration from the University of Florida in December,



Cynthia Lorenzo's 15-year career in state government has been distinguished by a series of executive level and agency head appointments by three governors. Her extensive experience in the executive branch of government includes serving as an agency legislative lobbyist for six years.

Cynthia began her career in government in 1993 by serving as the Deputy Communications Director for the Florida Department of Transportation. In 2005, she joined the leadership team at the Department of Juvenile Justice where she served as Communications Director and later as the department's Chief of Staff. In 2006, Governor Bush appointed her to serve as the Interim Secretary.

In 2007, she was appointed by Governor Crist to serve first as Deputy Director and then as Director of the Agency of Workforce Innovation. As an agency executive, Cynthia managed a \$2 billion budget and 2,300 employees to support of a thriving Florida economy. She was reappointed in this role by Governor Scott and continued to aggressively pursue opportunities for Florida's workers and success for Florida businesses.

Cynthia led the department through its merger into the new Department of Economic Opportunity in October 2011, and she was appointed by Governor Scott as Interim Director and Chief Operating Officer.

Cynthia has lived in Florida since 1977 and currently lives in Tallahassee with her two sons, Nicolas and Lucas.



A fifth-generation Floridian, Dean Cannon began his career as a lawyer in Orlando, practicing state and local government law since 1995. He has represented sophisticated clients before local, regional, and state government entities from the panhandle to the keys. He has also represented cities and counties and quasi-governmental authorities. He has represented local governments on issues ranging from electric and wastewater utilities to land-use and administrative law. He served as General Counsel to the Orange County Charter Review Commission in 2000, and also previously represented the City of Orlando before the Florida Legislature and the executive branch.

Dean's legislative and executive branch lobbying experience includes representing local government entities and private clients on issues including transportation, education, healthcare, insurance, and appropriations matters. He has also handled administrative law and regulatory matters before the division of administrative hearings and matters before the judicial branch.

Dean served in the Florida House of Representatives from 2004 until 2012. During his eight-year career, he played pivotal roles in property tax reform, growth management reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term, and is credited with leading the house effectively during a time of great economic and political challenge.

Dean lives in Tallahassee with his wife, Ellen, and their three children, Dean III, Katherine, and Sarah.



Larry Cretul began his career in public service in 1994 when he was first elected to the Marion County Commission where he served for eight years.

In 2002, he was elected to the Florida House of Representatives and was selected by his peers in 2009 to serve as Speaker of the House from 2009 to 2010.

During his legislative career, Larry had a significant impact on several of the state's top priorities including health care reform, tort reform and workers compensation reform. He also championed many efforts to increase the efficiency and transparency of government and improve the state's economy through business-friendly reforms.

Outside of public office, Larry has been an active member and promoter of Florida's business community. He has owned and operated a small residential construction business and worked as a real estate broker.

After completing his eight years in the Florida House, he joined the leadership team of the Florida Chamber of Commerce, where he served as the director of the Board of Governors and Political Director.

Larry has lived in Florida since 1971 and is a veteran of the U.S. Navy. He and Lana, his wife of 44 years, live in Ocala and have two adult sons and two grandsons.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES
CONTRACT NO. 000894

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS

If awarded the Contract, the undersigned 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 the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Southern Strategy Group
Company Name

By: Chris Dudley

Title: Managing Partner

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

- ☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

- ☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Southern Strategy Group
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Chris Dudley
NAME (PRINT OR TYPE)

Managing Partner
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.


ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

Southern Strategy Group does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.


Proposer's Signature
11/5/12
Date

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of SOUTHERN STRATEGY GROUP, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P99000055999.



CR2EO22 (2-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Second day of May, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES
CONTRACT NO. 000894**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, the undersigned 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 the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Captain's Transport LLC
Company Name

By: [Signature]
Dawn Cannon

Title: President

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Capital Trust LLC
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Dean Cannon
NAME (PRINT OR TYPE)

President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

Capital Transit, LLC does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

[Signature]
Proposer's Signature

Nov 13, 2012
Date


CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Authorization to Execute Agreement with the
University of Central Florida (UCF) for
Wrong-Way Driving Study Phase III: Allocating and Evaluating Countermeasures
on CFX Roadway Network
Contract No. 001143

Board approval is requested to enter into an agreement with the University of Central Florida in the not-to-exceed amount of \$200,000.00 for Phase III of a study of wrong-way driving incidents on the Authority's System. This will be a two-year study.

Under Phase III, UCF will: study wrong-way driving countermeasures that will be deployed at ramps and medians throughout the system; help the Authority determine the best way to warn right-way drivers of intentional wrong-way drivers that do not correct their behavior before entering the system; study potential technologies that can prevent wrong-way drivers from entering the system in the first place.

Under the Procurement Policy, paragraph Q, Article XII, this contract is exempt from competitive procurement requirements; however, Board approval is required since the contract amount will equal \$50,000.00.

**INTERLOCAL AGREEMENT BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
UNIVERSITY OF CENTRAL FLORIDA**

THIS AGREEMENT is made and entered into as of the ____ day of ____, 2015 ("Effective Date"), by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body and corporate politic and agency of the State of Florida, hereinafter referred to as "AUTHORITY" and the UNIVERSITY OF CENTRAL FLORIDA, by and on behalf of its Board of Trustees, hereinafter referred to as "UNIVERSITY"

WHEREAS, the UNIVERSITY is authorized by Section 1004.22, Florida Statutes, to enter into interlocal agreements providing for the performance by one governmental unit on behalf of another of any function which either agency is authorized to perform; and

WHEREAS, the AUTHORITY was created and established to acquire, hold, construct, improve, maintain and operate the Central Florida Expressway Authority System, pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.754, Florida Statutes, the AUTHORITY has been granted the power to make and enter into contracts or other transactions and to do all acts and things necessary or convenient for the conduct of its business and for carrying out the purposes of the AUTHORITY; and

WHEREAS, the AUTHORITY desires that the UNIVERSITY to perform a study entitled "Wrong-Way Driving Study Phase III: Allocating and Evaluating Countermeasures on CFX Roadway Network".

NOW, THEREFORE, in consideration of the promises herein made and the benefits to accrue to the parties, and for good and valuable consideration, the parties agree as follows:

1. Services to be provided by the UNIVERSITY shall begin upon the Effective Date and shall be completed no later than two (2) years from the Effective Date, unless extended by written modification and signed by the parties.

2. The UNIVERSITY shall provide the services outlined in the attached Exhibit A. Any changes must be approved in writing by the authorized representatives of the parties.

3. Anything contained herein to the contrary notwithstanding, the AUTHORITY shall have final approval of the study product as it relates to its implementation on the AUTHORITY system.

4. The AUTHORITY shall pay the UNIVERSITY for its services as outlined in the budget included in Exhibit A. The payment for all work shall, in no event, exceed \$200,000.00. Invoices shall be submitted in a format acceptable to the AUTHORITY with detail sufficient for a proper pre-audit and post-audit thereof. Invoices submitted for pre-authorized travel expenses shall be paid in accordance with the rates specified in Section 112.061, Florida Statutes. Payment will be remitted to:

University of Central Florida
Finance and Accounting

5. ADMINISTRATIVE PERSONNEL

AUTHORITY:

Technical and Contractual:
Corey Quinn, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Phone: (407) 690-5000
Fax: (407) 690-5011
E-mail: Corey.Quinn@CFXway.com

UNIVERSITY

Technical:

Dr. Haitham Al-Deek, Ph.D., P.E.
University of Central Florida/CECE
4000 Central Florida Boulevard
Orlando, FL 32816-2450
Phone: (407) 823-2988
Fax: (407) 823-3315
e-mail: Haitham.Al-Deek@ucf.edu

Contractual:

Jessica Maass
University of Central Florida
Office of Research and Commercialization
12201 Research Parkway, Suite 501
Orlando, FL 32826-3252
Phone: (407) 823-1294
Fax: (407) 823-1379
e-mail: Jessica.Maass@ucf.edu

6. The UNIVERSITY agrees to keep and maintain accounts in order to record complete and correct entries as to all costs and expenditures. No funds provided by the AUTHORITY shall be expended for expenses other than for the study. Such books and records shall be available at all reasonable times during normal business hours for examination and audit by the AUTHORITY. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the AUTHORITY of any fees, expenses or costs based upon such entries.

7. Both parties and any subconsultants to this Agreement shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. If either party claims such material to be exempt from public inspection such party shall provide the other party written citation to the appropriate statutory exemption.

8. The AUTHORITY and the UNIVERSITY agree that at future dates this Agreement may be extended or supplemented for future services, as mutually agreed to and signed by the authorized representatives of the parties.

9. UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of its officers, agents or employees while acting within the scope of their employment by UNIVERSITY. Neither the UNIVERSITY, nor any of its agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the AUTHORITY or any of its officers, agents or employees. In no event will UNIVERSITY be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance.

10. The UNIVERSITY warrants that it has not employed or obtained any company or person, other than bona fide employees or consultants of the UNIVERSITY to solicit or to secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees employed by the UNIVERSITY. For the breach or violation of this provision, the AUTHORITY shall have the right to terminate the Agreement at its discretion.

11. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by either party without the prior written consent of the other party. However, the Agreement shall run to the AUTHORITY and its successors.

This Agreement may be terminated by the either party upon 30 days written notice to the other. In the event of termination by the parties the AUTHORITY will pay the UNIVERSITY for all costs incurred and any non-cancellable obligations properly incurred through the date of termination.

12. The parties agree that UNIVERSITY may publish the results of the work in its own form.

13. Except for ownership of Intellectual Property pursuant to Section 14, and publications pursuant to Section 12, AUTHORITY is and shall be and remain the sole owner of all deliverable documents, software, data and items developed with respect to and in connection with the performance of this Agreement. UNIVERSITY may not use such materials in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. Deliverable information and work product generated in connection with this Agreement shall be the property of AUTHORITY. UNIVERSITY shall not transfer, disclose or otherwise use such information or work product for any purpose other than in performance of its duties hereunder, without AUTHORITY's prior written consent, which may be withheld or granted in the sole discretion of AUTHORITY. Information and materials with respect to the AUTHORITY and this Agreement obtained by UNIVERSITY during the Term of this Agreement shall remain confidential for a period of three (3) years from the Effective Date. Notwithstanding the foregoing, both parties will be subject to the requirements of the Florida Public Records law and any valid court order.

14. The term "Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship.

Intellectual Property developed solely by UNIVERSITY shall be solely and exclusively owned by UNIVERSITY ("UNIVERSITY Intellectual Property"). Intellectual Property developed solely by AUTHORITY shall be solely and exclusively owned by AUTHORITY ("AUTHORITY Intellectual Property"). "Joint Intellectual Property" means any Intellectual Property developed jointly by the AUTHORITY and UNIVERSITY under this Agreement. Joint Intellectual Property will be owned jointly by AUTHORITY and UNIVERSITY, who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship, and to jointly determine filing and licensing.

"Background Intellectual Property" means Intellectual Property which was in existence, prior to the Effective Date of this Agreement, or which is subsequently created or developed by a party so long as such creation or development was not in the course of this project. The parties agree that Background Intellectual Property of AUTHORITY and UNIVERSITY is their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party.

Nothing in the Agreement shall circumvent or restrict either party's pre-existing obligations with the U.S. government pertaining to any kind of intellectual property or any copyrightable material or other Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either parties, and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property or any copyrightable material or other intellectual property which is being developed.

Notwithstanding any provision to the contrary in the Agreement, UNIVERSITY shall retain the right to practice any invention, discovery and copyright developed hereunder for its own academic, non-commercial research and teaching purposes.

15. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties who have authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within twenty days after receipt of said notice or longer with the prior written approval from the disputing party, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent that party. The executives shall meet at a mutually acceptable time and place within thirty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

In the event a dispute arising out of or related to this Agreement (on the Services performed thereunder) has not been resolved pursuant to the aforesaid mediation procedure within sixty days of the initiation of such procedures, the parties shall be free to pursue any available legal remedies.

This Agreement and the rights of the parties will be governed and construed in accordance with the laws of the State of Florida and the United States, without regard to its choice of law principles. The parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within either the state courts of Florida located in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division. The parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

16. The AUTHORITY and the UNIVERSITY recognize that time is of the essence with respect to the Agreement and UNIVERSITY shall meet the date specified in Exhibit A attached hereto.

17. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

18. Neither party shall be liable in damages or have the right to terminate this Agreement for the delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

19. Both parties are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the parties that they will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UNIVERSITY agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UNIVERSITY cannot and does not guarantee that such licenses will be granted.

20. UNIVERSITY is a NON-PROFIT EDUCATIONAL INSTITUTION. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH AND WORK PERFORMED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY DEVELOPED By UCF UNDER THIS AGREEMENT WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UNIVERSITY MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY. IF THE AUTHORITY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

21. UNIVERSITY and the AUTHORITY may not use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either party shall be submitted to the other party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication.

22. UNIVERSITY shall provide services under this Agreement as an independent contractor and as such shall maintain complete control over and be responsible for all of its operations and personnel. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the parties.

23. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall remain in full force and effect.

24. This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

25. This Agreement and its Exhibit(s) constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

DRAFT

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day
and year first above written.

UNIVERSITY OF CENTRAL FLORIDA

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name

Title: _____

Legal Content Approved for the University:

Name:

Date: _____

Approved as to form and execution,
only.

General Counsel for the
AUTHORITY

FINAL VERSION
RESEARCH PROPOSAL
Version 8.0

Submitted to

**Central Florida Expressway Authority
(CFX)**

**WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING AND
EVALUATING COUNTERMEASURES ON CFX ROADWAY NETWORK**

Proposed Contract Period	24 months
Proposed Project Duration	08/17/2015-08/17/2017
Total Contract Amount	\$200,000

Proposal Submitted By

Haitham Al-Deek, Ph.D., P.E.
(Principal Investigator)

Professor of Civil, Environmental, and Construction Engineering,
Department of Civil, Environmental, and Construction Engineering
University of Central Florida
Orlando, FL 32816-2450

Phone: Cell (321) 695-7664, (407) 823-2988, Fax: (407) 823-3315

E-mail: Haitham.Al-Deek@ucf.edu

Home Page: <http://www.cece.ucf.edu/people/al-deek/index.html>

And

Adrian Sandt, UCF PhD Student and Graduate Student Researcher
Ahmad Alomari, UCF PhD Student and Graduate Student Researcher
UCF Department of Civil, Environmental, and Construction Engineering

Administrative Contact: Jessica Maass, Proposal Manager

E-mail: Jessica.Maass@ucf.edu

Phone: (407) 882-1187

Originally Submitted in April 2015
Revised Version Submitted in June 2015
Final Version Submitted in July 2015

WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING AND EVALUATING COUNTERMEASURES ON CFX ROADWAY NETWORK

Principal Investigator:

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1. RESEARCH GOAL AND OBJECTIVES

Research Main Goal

The main goal of this proposed study is to evaluate wrong-way driving (WWD) countermeasures that will be deployed at ramps and medians throughout the CFX toll road network, help CFX determine the best way to warn right-way drivers of intentional wrong-way drivers that do not correct their behavior before entering the mainline, and study potential technologies that can prevent these wrong-way drivers from entering the mainline in the first place.

Research Objectives

To achieve the main goal of this research, the following objectives need to be achieved:

- 1) Collect a sufficient sample of WWD data for the entire CFX system to evaluate their implemented WWD countermeasures. Examples of this data include WWD crashes, 911 calls, citations, traffic management center (TMC) logs, SunGuide reports, and detections (TAPCO logs and video recordings, Wavetronix or similar detections from other devices, etc.), as well as geometric design of interchange types that are known to have higher than normal frequency of WWD events as reported in the literature and FDOT design documents (examples of this include partial cloverleaf interchanges);
- 2) Develop a scoring methodology to identify locations where deployment of Rapid Rectangular Flashing Beacons (RRFBs) would be beneficial. This methodology will consider many factors, including WWD history (crashes, 911 calls, citations, etc.),

interchange design (partial cloverleaf, extended left turn lanes, etc.), and other factors driven by CFX (e.g., infrastructure readiness in terms of ITS equipment at these sites and budget considerations);

- 3) Study the effects of WWD countermeasures implemented at medians. The types of median countermeasures to be studied will be determined based on the results of literature review;
- 4) Study various methods of warning right-way drivers about WWD events to determine the most appropriate methods for the CFX roadway network;
- 5) Evaluate technologies that can physically prevent wrong-way vehicles from entering the mainline (e.g., nets or barriers) to see if these technologies are feasible and effective;
- 6) Analyze the WWD detection data collected from the RRFBs installed at the CFX pilot test locations to understand how drivers react to these devices (correct themselves or keep driving the wrong way).

2. EXECUTIVE SUMMARY

CFX has been proactively involved in understanding and combatting wrong-way driving (WWD) since they contracted with the University of Central Florida (UCF) in 2012 to explore the extent of WWD problem on its toll road network as part of a Phase-1 study. The results of this study, *“Wrong-Way Driving Incidents on OOCEA Toll Road Network, Phase-1 Study: What is the Extent of this Problem?”* showed that WWD is a significant problem in Central Florida and has been growing in recent years.

To reduce WWD, and based on suggestions from UCF in Phase 1 final report, CFX decided to test the use of Rapid Rectangular Flashing Beacons (RRFBs) as WWD countermeasures in a

Phase-2 study. This technology had previously been used for pedestrian crossings; it had never been used as a WWD countermeasure. During the Phase-2 study, “*Wrong-Way Driving Incidents on CFX Toll Road Network, Phase-2 Study: Developing Countermeasures*,” the RRFB technology was successfully tested, first in the CFX headquarters parking lot, then at the SR 528 and SR 520 ramp. Since the RRFBs were implemented at this location in January 2015, CFX have successfully detected several vehicles driving the wrong way on the exit ramp, as verified by the TAPCO camera and the numerous images taken of the wrong-way vehicles.

The success of this technology has convinced CFX to implement it at additional ramps along their toll road network. A methodology will be developed by UCF in this proposed Phase 3 that will estimate WWD risk values for roadway segments including interchanges throughout the CFX network. This methodology will use real-life WWD data, examples of which include WWD crash data, 911 call data, citation data, TMC logs, SunGuide reports, TAPCO BlinkLink detection data, TAPCO video logs, and Wavetronix (and/or similar) detection data. Other considerations, such as the presence of partial cloverleaf interchanges, extended left turn bays, and other CFX practical constraints (e.g., budget and infrastructure ITS equipment readiness/limitations) will also be considered when developing this methodology. It is believed that no methodology like this has ever been developed that focuses solely on WWD.

In addition to exit ramps, another potential source of WWD events is median crossovers. These types of events can occur on stretches of roadway where there is only a paved or grassy median or in spaces in barriers designated for emergency or law enforcement use. To prevent these types of WWD events, various potential median WWD countermeasures will be studied to see which would be effective for CFX. The types of median countermeasures to be

studied will be determined based on the results of literature review. The best locations to implement these countermeasures will also be determined and detection data will be collected at these implementation sites to evaluate how effective these countermeasures are.

While WWD countermeasures can help prevent confused wrong-way drivers from entering the mainline, these devices may not be effective at preventing intentional wrong-way drivers, such as suicidal drivers, from entering the mainline. Additionally, extremely intoxicated drivers might not comprehend that they are driving the wrong way when they encounter the WWD countermeasures. Therefore, it is important for CFX to be able to notify right-way drivers when a wrong-way driver has entered the system. There are many possible ways to notify these drivers of WWD events, including DMS, smartphone applications, and in-vehicle notifications. These various methods will be examined to determine the most effective options for CFX based on roadway characteristics and driver preferences. To obtain driver preferences, a customer survey will be developed, then reviewed and approved by the CFX's Deputy Executive Director before implementation. This survey will ask CFX customers how they would like to receive WWD notifications, along with other WWD related questions. An analysis of potential ways to physically prevent intentional or intoxicated drivers from entering the mainline will also be performed to see if these technologies, which can include barriers, nets, or other similar devices, are feasible and would be effective for the CFX to implement at its ramps.

This is a fixed lump sum 24 months Phase-3 study proposal with requested total budget of \$200,000. This will be billed in 8 equal invoices, \$25,000 each, every three months (the last invoice will be billed at the end of the 24th month). Details of the budget are provided on the last page of this proposal.

3. UNDERSTANDING OF THE PROBLEM

Wrong-way driving (WWD) is a rare but serious event which often occurs during late night hours and typically involves impaired drivers (intoxicated, tired, or confused). Crashes caused by WWD often result in severe injuries or fatalities, especially on toll roads or other limited access facilities due to the high travel speeds. The low frequency of WWD crashes presents a difficult challenge to researchers, so other WWD data is needed to accurately research and effectively prevent WWD events. This data includes WWD 911 call data, citation data, TMC logs, and detection data (e.g., video, camera, or radar). A sufficient quantity of data (at least one year or more) is also necessary to properly understand the effects of WWD countermeasures. WWD countermeasures can prevent confused drivers from entering the mainline while traveling the wrong direction, but they will not prevent intentional wrong-way drivers (suicidal or extremely intoxicated drivers) from entering the mainline. However, the risk of crashes due to these wrong-way drivers can be reduced by notifying right-way drivers that a wrong-way driver has been spotted or by implementing technologies, such as barriers or nets, that could physically prevent a wrong-way driver from entering the mainline. These preventative technologies require a lot of study before implementation to ensure there are no adverse effects to traffic operations, safety, or emergency response and to make sure these technologies are feasible and appropriate. Methods of notifying right-way drivers can include DMS, highway advisory radio, smartphone applications, or in-vehicle devices; these methods need to be evaluated and CFX customer preferences need to be determined to decide which methods would be the most effective. These potential methods will be discussed and approved by the CFX Deputy Executive Director before they can be released or included in the customer survey.

4. BENEFITS TO CFX

The main benefits of this Phase-3 study to CFX are:

- Saving lives of CFX customers from the danger they could face if wrong way drivers continue to pursue their behavior to the mainline without being detected in time and/or stopped.
- Demonstrating that CFX is using their budget carefully and wisely by installing RRFBs and other effective countermeasures where they are mostly needed.
- Providing notifications to right-way drivers about WWD events that can allow the right-way drivers to be aware of and potentially avoid collisions.
- Evaluating the effects of RRFBs and median WWD countermeasures to understand which countermeasures are effective in which locations.
- Developing potential innovative technologies to prevent wrong-way drivers from entering the mainline.
- Demonstrating to CFX's customers that their safety is priority.

5. PLAN FOR IMPLEMENTATION OF RESULTS

From this Phase-3 study, CFX will understand how the implemented WWD countermeasures at ramps and medians affect WWD. CFX will also gain valuable insight on right-way driver notification methods and potential technologies to prevent wrong-way drivers from entering the mainline. With this knowledge, CFX can effectively decide on what types of technologies to test and/or implement to reduce WWD crashes on the mainline.

6. PROPOSED RESEARCH APPROACH

Tasks

To achieve the stated goal and objectives of this proposed project, the University of Central Florida's (UCF) research team members under the guidance of Professor Haitham Al-Deek, Ph.D., P.E., (UCF Principal Investigator, PI), will perform the proposed project tasks listed in this section. Their aim will be to assist CFX in implementing WWD countermeasures at ramps and medians and assessing their performance, as well as determining ways to notify right-way drivers and prevent intentional wrong-way drivers from entering the mainline. Professor Al-Deek will be assisted by some of his students: Adrian Sandt, a UCF Ph.D. student and Trustees Fellowship recipient; and Ahmad Alomari, a UCF Ph.D. candidate with 3+ years industry experience, in addition to other outstanding engineering students not yet identified in this project. Additionally, Dr. Grady Carrick of Enforcement Engineering Inc., who is a former Chief of FHP in Jacksonville area (for a period of 30 + years) with very important hands on experience in first response to WWD incidents, will also be subcontracted by UCF to assist in critical data collection on the performance of WWD countermeasures, and will provide law enforcement perspective concerning UCF innovative WWD countermeasures, right-way driver notification methods, and technologies to stop wrong-way drivers.

Tasks to be performed by the UCF research team include the following:

1. *Phase-3 kick-off meeting between UCF research team and CFX.*
2. *Methodology development.* A methodology will be developed to identify locations at the highest risk for WWD activity. This methodology may use some or all of the following: historic WWD data, including crashes, 911 calls, citations, TMC reports, and detection data, as well as design characteristics (interchange type and presence of potentially

confusing features) to estimate the WWD risk of the selected ramps and other potential ramps that were not selected.

3. *Collection and analysis of WWD data.* Accurate and reliable data is crucial for this project.

A variety of WWD data will be collected and analyzed for the entire CFX system. Examples of this data include WWD crash data, 911 call data, citation data, TMC logs, and SunGuide reports. Additionally, WWD detection data obtained from the installed RRFBs at the pilot ramps will also be analyzed. This data includes TAPCO BlinkLink logs and video as well as Wavetronix (or similar devices) detection logs. Data will also be collected from the median WWD countermeasures that will be implemented as part of Task 7. It is highly recommended to collect a minimum of one year of data after implementation for each site to accurately evaluate the countermeasures.

4. *Literature review on median WWD countermeasures.* To determine the most effective countermeasures at preventing median crossovers, previous research will be reviewed. Many types of countermeasures ranging from signs and pavement markings to ITS technologies will be analyzed to determine which would be most effective for CFX.

5. *Examination of right-way driver notification systems.* There are many ways that CFX could potentially alert right-way drivers of WWD events. To determine the most effective notification methods, a literature review and a customer survey, with its questions being pre-approved by the CFX Deputy Executive Director, will be conducted as part of this task.

5.1. *Literature review on WWD notifications.* A literature review will be conducted on ways other agencies currently warn about wrong-way drivers. Based on this review, potential notification methods for CFX will be identified.

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- 5.2. *Customer survey on WWD notifications.* In addition to the literature review, a customer survey will also be developed, reviewed and pre-approved by the CFX Deputy Executive Director, then implemented to obtain the opinions of CFX's customers regarding WWD notifications and countermeasures. This survey will be implemented online and will ask customers about their preferences concerning WWD notification methods and messages, as well as about WWD countermeasures.
- 5.3. *Determination of notification methods.* Based on Tasks 5.1 and 5.2, the most appropriate notification methods for the CFX system will be determined. Additional research will be performed to determine the optimal deployment methods for these notification methods.
6. *Review of technologies to stop intentional wrong-way drivers.* Since intentional wrong-way drivers, such as suicidal drivers, will not correct themselves when they encounter WWD countermeasures, additional technologies could be necessary to prevent these drivers from entering (or continuing on) the mainline. A literature review will be conducted on potential technologies that can physically prevent wrong-way drivers from entering the mainline to see if these technologies are feasible or would be effective for CFX to implement. Other innovative technologies that have not previously been used as WWD countermeasures will also be evaluated to see if they would be appropriate. If feasible technologies are found, testing plans and appropriate documentation for the MUTCD's Request to Experiment (RTE) will be developed.
7. *Determination of appropriate median crossover countermeasures.* Based on the literature review conducted in Task 4, appropriate countermeasures to prevent median crossovers will be determined. Appropriate sites for implementation of these countermeasures will be
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determined using a methodology similar to the methodology developed in Task 2, but customized for medians. Once the median locations have been selected and the countermeasures installed, WWD data at these sites will be collected, as described in Task 3.

8. *Progress reports for FHWA RTE.* Every six months, a progress report will be written for the FHWA RTE of all RRFBs installed on the CFX system at the time of each report. These progress reports will indicate the progress of this experiment, including any important observations and issues that occurred or were resolved.
9. *Recommendations for CFX.* Based on the results of the previous tasks, recommendations will be provided to CFX. Recommendations on the use of RRFBs and the applied median countermeasures will be made based on the results of Task 3. Effective methods to notify right-way drivers of WWD events will be made based on the results of Task 5 and potential preventative technologies will be recommended based on the results of Task 6. These recommendations will include the types of technologies and potential testing and/or implementation methods.
10. *Final report and presentation of results to CFX.* At the end of the project, a final report will be submitted in electronic format and a final presentation will be made to CFX.
11. *Progress Presentations.* A progress presentation will be made to CFX approximately once every three months. These progress presentations are deliverables by themselves. They shall occur such that their results can be incorporated into the Director of Expressway Operations' quarterly safety briefing to the CFX Board of Directors. CFX will notify UCF about the date of each of their Board of Directors' meetings six weeks before each meeting date. Then, UCF will set up a progress presentation with the CFX project manager two weeks before the Board of Directors' meeting. Each progress

presentation shall contain a summary of CFX WWD statistics for the previous quarter, previous twelve months, and pilot inception to date (i.e., January 2015). The last progress presentation is the same as the final presentation.

7. QUALIFICATIONS OF THE UCF PI AND HIS RESEARCH TEAM AS EVIDENCED BY PAST EXPERIENCE IN THE FIELD

Professor Al-Deek, Ph.D., P.E., is the Principal Investigator of Phase-1 and Phase-2 WWD studies sponsored by CFX. He has more than **twenty nine years** of experience in transportation engineering, planning, and operations. He is **nationally recognized in his field and received the best paper award on wrong way driving granted to him and his research team by the Freeway Operations Committee of the National Research Council-Transportation Research Board (TRB) in April 2015.** He also received two Chairman Awards from TRB for his significant contributions to the fields of *Freeway Operations*, and *Regional Transportation Systems Management and Operations* in January 2012. In addition, he received the best TRB freeway operations paper award in 2010, which was about the impact of Dynamic Message Signs on OOCEA drivers. He also received the best paper award on smart event management by the TRB Regional Transportation Systems Management and Operations Committee in 2012, and another best paper award by the TRB Freeway Operations Committee on travel time prediction in 2003. Recently, he won a competitive national research project in collaboration with Texas Transportation Institute (TTI) on wrong way driving countermeasures (NCHRP 03-117). Professor Al-Deek was invited as keynote speaker to talk about innovative research methodology and countermeasures for combating wrong way driving at the 7th Traffic Safety Conference in Amman, Jordan, May 12-13, 2015. He was featured as a

distinguished researcher by the UCF College of Engineering and Computer Science in 2003. He received the Research Incentive Award in 2001 and the UCF Researcher of the Year 1999 Award (this is a very prestigious award given to the best professor researcher of the year out of the entire UCF's 1300+ faculty). He graduated from the University of California at Berkeley in 1991. Professor Al-Deek was the principal (or co-principal) investigator of more than 70 applied research projects at UCF and elsewhere, and a large number of them were sponsored by CFX. Since joining UCF in 1992, the total budget of applied research projects he attracted to UCF exceeded \$7 million. He has published more than 310 papers and technical reports in peer-reviewed journals and conferences, and nearly half of these publications are related to traffic operations and **CFX toll roads**. He chaired 9 Ph.D. dissertations and 26 MS theses to completion. Presently, and for the past 15 years, he is the Chair of TRB's paper review for all papers submitted to two key Transportation Research Board committees: *Freeway Operations*, and the *Regional Transportation Systems Management and Operations*. These two committees review nearly all papers submitted to TRB's annual meeting on freeway and toll operations and management every year. Professor Al-Deek has been an associate editor of the Journal of Intelligent Transportation Systems (J-ITS) since 2007.

Professor Al-Deek teaches undergraduate and graduate courses at UCF. He developed *new* courses such as Intelligent Transportation Systems (ITS), Highway Capacity, Traffic Operations, Mass Transit, Transportation Engineering Systems, and Highway Engineering. He also teaches Urban Systems Design and Transportation Engineering courses on a regular basis. Professor Al-Deek has been an active registered professional engineer in Florida since 1998. Professor Al-Deek has completed three federally mandated training courses required for all principal investigators and key personnel working on projects dealing with human subjects in surveys

and/or interviews.

Adrian Sandt, Ph.D. student, is currently a graduate research assistant at the University of Central Florida. He obtained his B.S. in Civil Engineering from UCF and is currently pursuing his Ph.D. under supervision of Professor Al-Deek. Mr. Sandt is a recipient of the UCF Trustees Fellowship. He is extremely proficient in technical writing, and he has been involved with CFX's Phase-1 and Phase-2 WWD studies.

Ahmad Alomari, Ph.D. candidate, is a Ph.D. Candidate and a graduate research assistant at the University of Central Florida. His background includes over three years of industry experience with the private sector as a traffic engineer and transportation planner. He has experience in traffic engineering and transportation planning studies including but not limited to the following: analysis and design of intersections/interchanges, traffic impact studies, road safety audit, and development of public transportation studies. Also, he was involved in lecturing at training programs for the following topics: traffic modeling and simulation, public transportation concepts, urban transportation planning, and computer software applications in transportation engineering (e.g., VISSIM, VISUM, CORSIM, HCS+ and SIDRA). Mr. Alomari has M.S. degree in transportation engineering from Jordan University of Science and Technology. His thesis topic focused on evaluation of strategies for traffic management using simulation. Presently, Mr. Alomari is pursuing his Ph.D. dissertation at UCF under supervision of Professor Al-Deek.

Grady Carrick, Ph.D., is a thirty year plus veteran of the Florida Highway Patrol, who retired at the rank of Chief in 2012. Dr. Carrick has spent his career building bridges between the law enforcement and transportation professions. He has a national reputation as an advocate for traffic safety and traffic incident management. His leadership in the Florida Strategic Highway Safety Plan, the Florida Bicycle and Pedestrian Advisory Board, and numerous Community Traffic Safety Teams are a few accomplishments. Carrick has participated in several traffic safety initiatives as a member of The International Association of Chiefs of Police (IACP). In his current position as principal for the firm Enforcement Engineering Inc., he seeks to improve transportation safety through the integration of transportation engineering, research and enforcement operations. He has extensive experience in traffic safety analysis and the development of law enforcement countermeasures. In addition to his professional accomplishments, Dr. Carrick holds a Ph.D. in Transportation Engineering from the University of Florida. He has published and presented at numerous state, national, and international conferences on traffic safety and operations.

Roles and Responsibilities of Project Team

The roles and responsibilities of the project team are listed below. Additional information on the team can be found in the qualifications of the UCF research team section in this proposal.

Professor Haitham Al-Deek, Ph.D., P.E., *UCF Principal Investigator*. He will be responsible for the entire project management and coordination with CFX, budget control, submitting the final report, conducting progress and final presentations to CFX, and attending project meetings with CFX.

Adrian Sandt, *Graduate Research Assistant and UCF Ph.D. Student*. He will be responsible for editing of reports, presentations, as well as other products submitted to CFX during the course of this study. He will also help with methodology development and data analysis, as well as work on the literature reviews, final report and progress presentations and will attend some of the project meetings with CFX.

Ahmad Alomari, *Graduate Research Assistant and UCF Ph.D. Candidate*. He will help with literature reviews and data analysis, as well as the methodology development.

Grady Carrick, Ph.D., *Enforcement Engineering Inc.* He will provide the research team with vital WWD 911 call and citation data in a timely fashion to evaluate the implemented WWD countermeasures (RRFBs and median treatments) and meet the project deadlines on time. He will also provide the perspective of law enforcement and input on the median treatments and the feasibility of innovative technologies to stop intentional wrong-way drivers.

8. DELIVERABLES

- a. **Kick Off Meeting.** A kick off meeting will be conducted with CFX's project manager and the UCF research team within the first 30 days of contract execution. The meeting will discuss the research plan.
 - b. **Progress Presentations.** A progress presentation will be made to CFX approximately once every three months. These progress presentations are deliverables by themselves. They shall occur such that their results can be incorporated into the Director of Expressway Operations' quarterly safety briefing to the CFX Board of
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Directors. CFX will notify UCF about the date of each of their Board of Directors' meetings six weeks before each meeting date. Then, UCF will set up a progress presentation with the CFX project manager two weeks before the Board of Directors' meeting. Each progress presentation shall contain a summary of CFX WWD statistics for the previous quarter, previous twelve months, and pilot inception to date (i.e., January 2015). The last progress presentation is the same as the final presentation.

- c. **Final Report.** A final report will be submitted to CFX in MS Word or PDF format. The final report will be provided in electronic format only.
- d. **Project Final Presentation to CFX.** The UCF research team will make a final presentation at CFX's office with their conclusions and recommendations. The final presentation represents the last progress presentation in this project.

9. TRAVEL

Travel includes **8 meetings** in addition to a **kick-off meeting** with CFX, the project sponsor, in their Orlando office. Estimate of local travel cost is included in the budget where only mileage and tolls will be charged.

10. PROJECT SCHEDULECentral Florida Expressway Authority
CFX**PROJECT SCHEDULE**

Project Title		WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING COUNTERMEASURES ON CFX ROADWAY NETWORK																							
Start - Finish		August 17, 2015 to August 17, 2017																							
Research Agency		University of Central Florida																							
Principal Investigator		Professor Haitham Al-Deek, Ph.D., P.E., University of Central Florida																							
RESEARCH TASK		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1. Phase-3 kick-off meeting																									
2. Methodology development and extension to all 32 sites																									
3. Collection and Analysis of WWD Data																									
4. Literature review on median WWD countermeasures																									
5. Examination of right-way driver notification systems																									
5.1 Literature review on WWD notifications																									
5.2 Customer survey on WWD notifications																									
5.3 Determination of notification methods																									
6. Literature review of technologies to stop intentional wrong-way drivers																									
7. Determination of appropriate median crossover countermeasures																									
8. Progress reports for FHWA RTE																									
9. Recommendations for CFX																									
10. Final report and presentation of results to CFX																									
11. Progress Presentations																									

11. BUDGET SHEET

WRONG-WAY DRIVING PHASE-3:				
ALLOCATING COUNTERMEASURES ON CFX ROADWAY NETWORK				
PROJECT PERIOD (AUGUST 17, 2015- AUGUST 17, 2017)				
	PROJECT DURATION IS 24 MONTHS			TOTAL
PERSONNEL	Hours	Rate	Subtotal	
P.I. (Professor Al-Deek, Ph.D., P.E.)	400	\$87.48	\$34,992	\$34,992
Graduate Research Assistant (1.5 student)	3120	\$20.50	\$63,960	\$63,960
OPS	1040	\$20.50	\$21,320	\$21,320
Undergraduate student	476	\$10.00	\$4,760	\$4,760
PERSONNEL BENEFITS				
P.I. (Professor Al-Deek, Ph.D., P.E.)		28.60%	\$10,008	\$10,008
Students		0.40%	\$275	\$275
OPS		1.85%	\$394	\$394
EXPENSES				
Local travel for CFX project meetings	Trips	Each Trip		
	9	\$30.0	\$270	\$270
WWD Survey			\$6,500	\$6,500
Enforcement Engineering, Inc. Subcontract			\$10,000	\$10,000
	Months	Cost/Month		
Supplies	24	\$29	\$696	\$696
Student tuition (1.5 student)			\$28,644	\$28,644
DIRECT COST PER TIME PERIOD			\$181,819	\$181,819
INDIRECT COST (10%)				\$18,181
TOTAL COST				\$200,000
<p>*Hours and hourly rates are included in this budget for estimating purposes only. Faculty and Administrative and Professional personnel of the University of Central Florida are salaried employees that do not complete time cards. Invoicing for services rendered will be based on percentage of total professional effort, in amounts not to exceed the total budgeted salary.</p> <p>* Budget does not include cost of any equipment or installation of WWD countermeasure devices. These will be procured and installed by CFX.</p>				

CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: July 28, 2015

RE: Authorization to Advertise for
Letters of Interest for General Engineering Consultant Services for Technology
and Intelligent Transportation Systems Needs
Contract No. 001144

Board authorization is requested to advertise for Letters of Interest from qualified firms to serve as CFX's General Engineering Consultant for technology and intelligent transportation systems services. Services to be provided under the contract will support technical activities associated with operation and maintenance of the Authority's fiber optic network, ITS infrastructure; and toll collection systems.

Under a separate memo, staff will be requesting authorization to advertise for LOIs for General Engineering Consultant (GEC) Services for planning, engineering and design. The advertisement will include language that will advise interested consultants that the same firm cannot hold both GEC contracts.

Selection of a consultant will be in accordance with the approved Procurement Policy and Procedures. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.


CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 28, 2015

RE: Approval of Purchase Order for Wavetronix for
Conductor Cable for Traffic Monitoring System

Board approval is requested to issue a purchase order in the amount of \$100,604.28 to Wavetronix to procure its "SmartSensor" conductor cable for our Traffic Monitoring Stations (TMS). The sensors at these stations collect data for speed, volume and occupancy which is used for such items as traffic counts and revenue forecasts. Over the past few years Wavetronix cable has demonstrated its superior reliability and the accuracy of the data collected at the TMS when compared to other conductor cable that we have used. As a result, we have designated the "SmartSensor" cable as our standard brand and Wavetronix as its sole source provider.

Under the Procurement Policy, Article XII, Exemptions From Competitive Procurement Processes, paragraph M, Single Source and Sole Source Purchases, this procurement is exempt from competitive procurement requirements; however, Board approval is required since the amount will exceed \$50,000.00.



QUOTATION

Quotation Number

JMDSQ1007

Date

07/23/15

Sales Rep.

Justin Stolas

Bill To:

Central Florida Expressway Authority
Attn: Corey Quinn
4974 Orl Tower Rd.
Orlando, Florida 32807

Phone: 407-690-5332

Fax:

Corey.Quinn@CFXWay.com

Ship To:

Attn:

Details:

Project #:

Description: CFX Cable Swapout

Location:

Special Terms

NET 30

Factory - PP and Add

Qty	UofM	Bid Item	Pt. Number	Description	Unit Price	Ext. Price
1	ea			CFX Cable Swapout Bundle	\$121,816.20	\$121,816.20
	ea		SS-708-060	(344) SmartSensor 8-Conductor Cable - 60' - Retrofit 26 pin		
	ea		SS-708-100	(44) SmartSensor 8-Conductor Cable - 100' - Retrofit 26 pin		
	ea		SS-708-Custom	(2) SmartSensor 8-Conductor Cable - 130' - Retrofit 26 pin (custom)		
	ea		SS-708-Custom	SmartSensor 8-Conductor Cable - 140' - Retrofit 26 pin (custom)		
	ea		SS-708-Custom	SmartSensor 8-Conductor Cable - 150' - Retrofit 26 pin (custom)		
	ea		SS-708-Custom	(3) SmartSensor 8-Conductor Cable - 160' - Retrofit 26 pin (custom)		
	ea		SS-708-Custom	(4) SmartSensor 8-Conductor Cable - 170' - Retrofit 26 pin (custom)		
	ea		SS-708-Custom	SmartSensor 8-Conductor Cable - 230' - Retrofit 26 pin (custom)		
				SubTotal		\$121,816.20
				CFX Quantity Discount		-\$21,926.92
1	ea			Standard Ground Shipping	\$715.00	\$715.00

Total

\$100,604.28

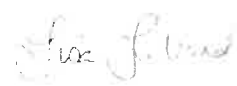
CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, Chief Financial Officer 

DATE: August 3, 2015

RE: Adoption of Revised Invoice Processing Policy

As part of CFX's internal control structure, policies are reviewed every two years. Attached is a redline version of the Invoice Processing policy. The noted recommendations include:

- Changing references from the Orlando-Orange County Expressway Authority to Central Florida Expressway Authority.
- One minor grammatical change.

Staff recommends that the Board approve this policy as presented.

cc: Laura Kelley, Executive Director

**A RESOLUTION OF CENTRAL FLORIDA
EXPRESSWAY AUTHORITY AMENDING THE
INVOICE PROCESSING POLICY**

WHEREAS, the Central Florida Expressway Authority ("CFX") previously adopted an "Invoice Processing Policy" on June 27, 2012 establishing the protocol for review and payment of invoices of CFX; and

WHEREAS, CFX's governing Board concurs in the revised Invoice Processing Policy.

**NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA
EXPRESSWAY AUTHORITY** as follows:

Section 1. ADOPTION. The current "Invoice Processing Policy" shall be amended in accordance with the attached "Invoice Processing Policy" attached hereto as Exhibit "A"

Section 2. CODIFICATION. This Resolution and Policy should be codified in section FIN-9 of the CFX Policies and Procedures.

Section 3. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of August, 2015.

Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

Central Florida Expressway Authority
Invoice Processing Policy

Rationale

It is important that Central Florida Expressway Authority (CFX) properly validate and approve all invoices prior to payments while maintaining proper segregation of duties to protect the organization's assets.

Authorization for Invoice Approval

It shall be the policy of the Board that the Executive Director is charged with implementing a system that requires all payments made by CFX be properly authorized by the appropriate personnel. Staff shall ensure that all invoices are properly scrutinized to ensure that the goods or services rendered and invoiced for were appropriately received in an acceptable manner; the invoice reflects the agreed upon price (per contract or purchase order, etc.); and that the procurement of such goods and services had been approved, as appropriate, by the procurement department. Authorization to approve invoices shall rest with the Executive Director, who will delegate this responsibility as appropriate.

This policy supercedes the previous policy adopted on June 27, 2012 and any related policies and directives regarding invoice processing.

This policy shall be reviewed every two years.

Central Florida Expressway Authority

Invoice Processing Policy

Rationale

It is important that ~~OOCEA~~ Central Florida Expressway Authority (CFX) properly validate and approve all invoices prior to payments while maintaining proper segregation of duties to protect the organization's assets.

Authorization for Invoice Approval

It shall be the policy of the Board that the Executive Director is charged with implementing a system that requires all payments made by ~~the Authority~~ CFX be properly authorized by the appropriate personnel. Staff shall ensure that all invoices are properly scrutinized to ensure that the goods or services rendered and invoiced for were appropriately received in an acceptable manner; the invoice reflects the agreed upon price (per contract or purchase order, etc.); and that the procurement of such goods and services had been approved, as appropriate, by the procurement department. Authorization to approve invoices shall rest with the Executive Director, who will delegate this responsibility as appropriate.

This policy supercedes the previous policy adopted on June ~~3027~~, 20102 and any related policies and directives regarding invoice processing.

This policy shall be reviewed every two years.

Adopted by the ~~OOCEA~~ Board on _____, 2012.

Attested: _____

Darleen Mazzillo, Board Secretary

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar, Chief Financial Officer *Lisa Lumbar*

DATE: August 4, 2015

RE: Adoption of Revised Expenditure Control Policy

As part of CFX's internal control structure, policies are reviewed at least every two years. Since there was a recent reorganization, the Expenditure Control policy was reviewed. Attached is a redline version of the policy. The noted recommendations include:

- Title Changes.
- Eliminating the dollar threshold under which checks can be electronically signed.

Staff has looked at the internal controls that CFX currently has in place and feels confident that the above changes can be made and recommends that the Board approve this policy as presented.

cc: Laura Kelley, Executive Director

**A RESOLUTION OF CENTRAL FLORIDA
EXPRESSWAY AUTHORITY AMENDING THE
EXPENDITURE CONTROL POLICY**

WHEREAS, the Central Florida Expressway Authority ("CFX") previously adopted an "Expenditure Control Policy" on July 10, 2014 establishing the protocol for issuance of checks, wire transfers and debits of CFX; and

WHEREAS, CFX's governing Board concurs in the revised Expenditure Control Policy.

**NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA
EXPRESSWAY AUTHORITY** as follows:

Section 1. ADOPTION. The current "Expenditure Control Policy" shall be amended in accordance with the attached "Expenditure Control Policy" attached hereto as Exhibit "A"

Section 2. CODIFICATION. This Resolution and Policy should be codified in section FIN-4 of the CFX Policies and Procedures.

Section 3. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of August, 2015.

Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

Central Florida Expressway Authority Expenditure Control Policy

Rationale

It is important that Central Florida Expressway Authority (CFX) financial policies and procedures strike a balance between maintaining strong internal controls, while minimizing the administrative burden on both Board members and senior staff. This policy serves to replace the current check policy, which was adopted on July 10, 2014.

Check Signers

Only the following officials, or acting officials, have the authority to sign checks:

- Chairperson, Vice Chairperson and Secretary/Treasurer of the Board
- Executive Director
- Chief Financial Officer
- Chief of Infrastructure
- Chief of Staff/Public Affairs Officer
- Chief of Technology/Operations

Signature Requirements

- A. All checks may be electronically signed with the written authorization of two check signers on a trial check list. For payroll checks, the Manager of Human Resources must sign off manually on the payroll journal. In his or her absence, any other check signer may sign off on the journal.
- B. Vendors and employees may be paid by Electronic Funds Transfers (EFT). The EFT file will be transmitted to the bank for payment only after approval has been obtained in accordance with the check signing requirement above.

Security

Only two signatures may be produced electronically, that of the Board Chairperson or Board Vice Chairperson and Executive Director or Chief Financial Officer, or acting Executive Director or Chief Financial Officer. The authorization to process invoices and create checks must be segregated so that two people should be involved. The person who cuts the checks must be of a position at the Accounting Supervisor level or above. That person will be responsible to verify that the trial check list has been signed by two authorized signers, indicating authorization to cut checks.

Checks Payable to Signatories

Expense checks payable to any check signer cannot be authorized by that same person.

Wire Transfers and Automatic Debits. The Chief Financial Officer or Manager of Accounting and Finance are authorized to assign to staff responsibility to execute wire transfers and debits to Authority accounts described below, provided that banking controls are in place that requires two people to execute such transfer or initiate the automatic debit. The only exception shall be for the State's investment pool, the SBA, where the funds can only be transferred into a designated Authority account and

changes to that account must be authorized by two of the following persons: the Chairman, Vice-Chairman, Secretary/Treasurer, Executive Director, Chief Financial Officer, or any person acting as one of the above. In this case, documentation of a second person's written authorization for funds transfer shall substitute for this requirement.

(a) Transfer of funds between Authority accounts

(b) Routine wire transfers or automatic debits to execute the transfer of funds to:

1. The Authority's trustee for its bond debt service and the payment of fees.
2. The IRS for payment of payroll taxes.
3. The State of Florida or any of its agencies for the payment of tolls, taxes, retirement fund contributions, insurance or other payments associated with the normal course of business.
4. Other partners of the Authority for payment or collection of fees associated with the interoperability of the E-PASS transponder program.
5. Routine debits for payments to purchasing card provider under the Authority's purchasing card program.

(c) All other wire transfers can be executed by authorized staff only upon the approval of two check signers.

Authority to Post Checks

The person who cuts the checks must be of a position at the Accounting Supervisor level or above and should not be the same person who posts the checks.

Responsibility for Internal Controls

The Chief Financial Officer shall establish and enforce adequate controls over the check processing system. This shall include, but not be limited to, physical controls over checks and check stock and proper segregation of duties in the process.

Central Florida Expressway Authority Expenditure Control Policy

Rationale

It is important that Central Florida Expressway Authority (CFX) financial policies and procedures strike a balance between maintaining strong internal controls, while minimizing the administrative burden on both Board members and senior staff. This policy serves to replace the current check policy, which was adopted on ~~October 3~~ July 10, 2014.

Check Signers

Only the following officials, or acting officials, have the authority to sign checks:

- Chairperson, Vice Chairperson, ~~Secretary and~~ Secretary and ~~Treasurer of the Board~~
- Executive Director
- ~~Deputy Executive Directors~~
- Chief Financial Officer
- Chief of Infrastructure
- Chief of Staff/Public Affairs Officer
- Chief of Technology/Operations
- General Counsel

Signature Requirements

A. All checks ~~under \$25,000~~ may be electronically signed with the written authorization of two check signers on a trial check list. For payroll checks, the ~~Director~~ Manager of Human Resources must sign off manually on the payroll journal. In his or her absence, any other check signer may sign off on the journal.

~~B. Checks of \$25,000 or more must be manually signed by two authorized check signers. The signature of a Board member is not necessary unless internal signers are unavailable.~~

~~CB.~~ Vendors and employees may be paid by Electronic Funds Transfers (EFT). The EFT file will be transmitted to the bank for payment only after approval has been obtained in accordance with the check signing ~~thresholds requirement~~ above.

Security

Only two signatures may be produced electronically, that of the Board Chairperson or Board Vice Chairperson and Executive Director or Chief Financial Officer, or acting Executive Director or Chief Financial Officer. The authorization to process invoices and create checks must be segregated so that two people should be involved. The person who cuts the checks must be of a position at the Accounting Supervisor level or above. That person will be responsible to verify that the trial check list has been signed by two authorized signers, indicating authorization to cut checks. ~~Checks with amounts equal to or greater than \$25,000 shall require two manual signatures.~~

Checks Payable to Signatories

Expense checks payable to ~~any member of the Board, the Executive Director, Deputy Executive Directors, Chief Financial Officer and General Counsel~~ check signer cannot be ~~signed~~authorized by that same person.

Wire Transfers and Automatic Debits. The Chief Financial Officer or Manager of Accounting and Finance are authorized to assign to staff responsibility to execute wire transfers and debits to Authority accounts described below, provided that banking controls are in place that requires two people to execute such transfer or initiate the automatic debit. The only exception shall be for the State's investment pool, the SBA, where the funds can only be transferred into a designated Authority account and changes to that account must be authorized by two of the following persons: the Chairman, Vice-Chairman, Secretary/Treasurer, Executive Director, Chief Financial Officer, or any person acting as one of the above. In this case, documentation of a second person's written authorization for funds transfer shall substitute for this requirement.

- (a) Transfer of funds between Authority accounts
- (b) Routine wire transfers or automatic debits to execute the transfer of funds to:
 - 1. The Authority's trustee for its bond debt service and the payment of fees.
 - 2. The IRS for payment of payroll taxes.
 - 3. The State of Florida or any of its agencies for the payment of tolls, taxes, retirement fund contributions, insurance or other payments associated with the normal course of business.
 - 4. Other partners of the Authority for payment or collection of fees associated with the interoperability of the E-PASS transponder program.
 - 5. Routine debits for payments to purchasing card provider under the Authority's purchasing card program.
- (c) All other wire transfers can be executed by authorized staff only upon the approval of two check signers.

Authority to Post Checks

The person who cuts the checks must be of a position at the Accounting Supervisor level or above and should not be the same person who posts the checks.

Responsibility for Internal Controls

The Chief Financial Officer shall establish and enforce adequate controls over the check processing system. This shall include, but not be limited to, physical controls over checks and check stock and proper segregation of duties in the process.

CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbar, Chief Financial Officer

DATE: July 23, 2015

RE: Disposal of Inventory

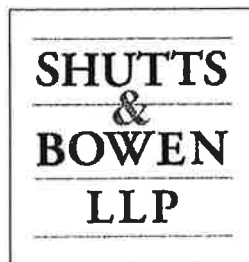


Staff requests authorization to dispose of equipment that is obsolete to CFX using the services of Southeastern Data.

Purchase Date/Estimated Purchase Date	Item	Cost/Estimated Cost per each	Quantity	Extended Total	Asset Tag Number
7/99	Rack Mount DLT & Library-tape drives/media for host computers	\$ 23,266.00	2	\$ 46,532.00	NA

CONSENT AGENDA ITEM

#18



Founded 1910

MEMORANDUM

TO: Central Florida Expressway
Authority Board Members

CLIENT-MATTER NO.: 19125.0082

FROM: David A. Shontz

DATE: July 9, 2015

RE: State Road 453 Wekiva Parkway, Project 429-206, Parcel Resolution

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Resolution and requests the Board approve the adoption of this Resolution for the acquisition of Parcel 827/727 for the construction of State Road 453 Wekiva Parkway Project 429-206.

DESCRIPTION AND BACKGROUND:

This Resolution is being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. Additionally, the Resolution is being sought as a step in the process of property acquisition consistent with the requirements of the CFX Property Acquisition and Disposition Procedures Manual.

Acquisition of the following parcel is necessary for the construction of the State Road 453 Wekiva Parkway Project 429-206:

Parcel 827 is a permanent easement acquisition of 0.649 acres, more or less, lying within the existing right-of-way of the CSX Transportation, Inc., to the south of State Road 46 in Lake County, Florida. Parcel 727 is a temporary construction easement consisting of 4,945 square feet, more or less, lying within the permanent easement area, to be used during construction of the Wekiva Parkway Project.

REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Resolution to allow acquisition of Parcel 827/727 for the construction of State Road 453 Wekiva Parkway Project 429-206.

ATTACHMENT:

Resolution for Parcel 827/727

ORLDOCS 14121987 1

RESOLUTION

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 453 Wekiva Parkway Project Number 429-206, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Lake County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

RESOLVED that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Lake County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of August, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

ORLDOCS 14121769 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 827

**PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)**

A parcel of land lying in the Southwest 1/4 of Section 26 and the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 391.72 feet to the POINT OF BEGINNING; thence continue South 67°42'49" West along said Southerly right of way line, a distance of 336.23 feet to a point on a non-tangent curve, concave to the Southwest, having a radius of 519.13 feet and a Central Angle of 18°37'43"; thence departing said Southerly right of way line, run Northwesterly along the Arc of said curve, a distance of 168.78 feet (Chord Bearing = North 75°30'13" West, Chord Distance = 168.04 feet) to the end of said curve and a point on the Northerly right of way line of said Rail Road and a point on a non-tangent curve to the left, concave Northwesterly, having a Radius of 5679.65 feet and a Central Angle of 00°50'50"; thence run along the said Northerly right of way line and the Arc of said curve, a distance of 83.98 feet (Chord Bearing = North 68°08'14" East, Chord Distance = 83.98 feet) to the point of tangency; thence continue along said Northerly right of way line North 67°42'49" East, a distance of 303.10 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 927.39 feet and a Central Angle of 04°59'02"; thence, departing said Northerly right of way line, run Southeasterly along the Arc of said curve, a distance of 80.67 feet (Chord Bearing = South 29°31'27" East, Chord Distance = 80.64 feet) to the end of said curve; thence run North 67°42'49" East, a distance of 73.59 feet; thence run South 22°17'11" East, a distance of 20.00 feet to the POINT OF BEGINNING.

Less and except the following described parcel:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 588.96 feet; thence, departing said Southerly right of way line, run North 22°17'11" West, a distance of 20.00 feet to the POINT OF BEGINNING; thence run South 67°42'49" West, a distance of 58.80 feet to a point on a non-tangent curve to the left, concave to the Southwest, having a radius of 592.22 feet and a Central Angle of 08°04'10"; thence run Northwesterly along the Arc of said curve, a distance of 83.41 feet (Chord Bearing = North 66°14'06" West, Chord Distance = 83.34 feet) to the end

of said curve; thence North $67^{\circ}42'49''$ East, a distance of 109.34 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 1049.47 feet and a Central Angle of $03^{\circ}18'01''$; thence run Southeasterly along the Arc of said curve, a distance of 60.45 feet (Chord Bearing = South $29^{\circ}13'30''$ East, Chord Distance = 60.44 feet) to the POINT OF BEGINNING.

Containing 0.649 acres, more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 727

**PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
(ESTATE: TEMPORARY EASEMENT)**

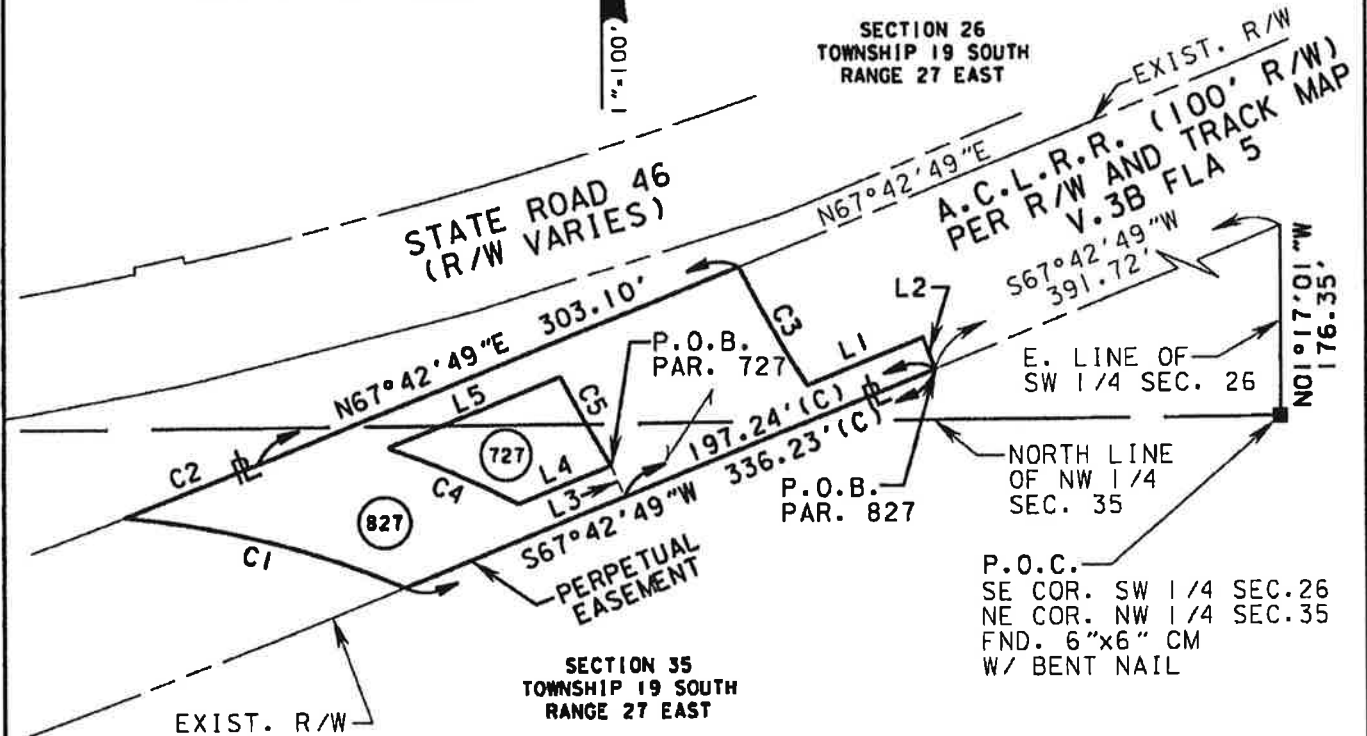
A parcel of land lying in the Southwest 1/4 of Section 26 and the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 588.96 feet; thence, departing said Southerly right of way line, run North 22°17'11" West, a distance of 20.00 feet to the POINT OF BEGINNING; thence run South 67°42'49" West, a distance of 58.80 feet to a point on a non-tangent curve to the left, concave to the Southwest, having a radius of 592.22 feet and a Central Angle of 08°04'10"; thence run Northwesterly along the Arc of said curve, a distance of 83.41 feet (Chord Bearing = North 66°14'06" West, Chord Distance = 83.34 feet) to the end of said curve; thence North 67°42'49" East, a distance of 109.34 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 1049.47 feet and a Central Angle of 03°18'01"; thence run Southeasterly along the Arc of said curve, a distance of 60.45 feet (Chord Bearing = South 29°13'30" East, Chord Distance = 60.44 feet) to the POINT OF BEGINNING.

Containing 4945 square feet, more or less.

PARCEL: 827/727

SECTION 26 & 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



C1
Δ = 18°37'43" (LT)
L = 168.78'
R = 519.13'
C.B. = N75°30'13"W
C.D. = 168.04'

C2
Δ = 00°50'50" (LT)
L = 83.98'
R = 5679.65'
C.B. = N68°08'14"E
C.D. = 83.98'

C3
Δ = 04°59'02" (LT)
L = 80.67'
R = 927.39'
C.B. = S29°31'27"E
C.D. = 80.64'

C4
Δ = 08°04'10" (LT)
L = 83.41'
R = 592.22'
C.B. = N66°14'06"W
C.D. = 83.34'

C5
Δ = 03°18'01" (LT)
L = 60.45'
R = 1049.47'
C.B. = S29°13'30"E
C.D. = 60.44'

L1 = N67°42'49"E
73.59' (C)
L2 = S22°17'11"E
20.00' (C)
L3 = N22°17'11"W
20.00' (C)

L4 = S67°42'49"W
58.80' (C)
L5 = N67°42'49"E
109.34' (C)

SEE SHEETS 1-3 OF 5 FOR LEGAL DESCRIPTION
SEE SHEET 5 OF 5 FOR NOTES AND LEGEND
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD 453
(WEKIVA PARKWAY)

CENTRAL FLORIDA
EXPRESSWAY
AUTHORITY

SECTION 429-206 (2C)

			DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 5	DATE: 05/28/14
			PAR. NUMBER	CWW 11/14	SCALE: 1" = 100'
			EASE. CHANGES	CWW 11/14	CHECKED: ALO
			PER COMMENTS	CWW 9/14	
REVISION	BY	DATE	REVISION	BY	DATE

SKETCH PREPARED BY
DRMP
SURVEYORS • ENGINEERS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 827/727

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4887241, DATED JULY 20, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DEED DATA
EASE. = EASEMENT
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK
R = PROPERTY LINE
PAR. = PARCEL
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEET 4 OF 5 FOR
SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)		
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 5 OF 5	DATE: 05/28/14	 DRMP ENGINEER • SURVEYOR • PLANNER • SCIENTIST 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.S. No. 2648	
	PAR. NUMBER	CWW	11/14		SCALE: 1" = 100'
	EASE. CHANGES	CWW	11/14		CHECKED: ALO
	PER COMMENTS	CWW	9/14		
	REVISION	BY	DATE		DRAWN: BJP

CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

THROUGH: Joseph L. Passiatore, General Counsel *JP*

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel *Linda S. B. Lanosa*

DATE: July 28, 2015

RE: Proposed Resolution Adopting and Approving the Acquisition of
Project 599-1260, Parcel 100, Part A and Parcel 100, Part B for
Improvements at the Interchange of State Roads 417 and 528
Owner: Mockingbird Orlando LLC
Parent Tract Location: Northwest Corner of S.R. 417 and S.R. 528
Parcel 100 Part A: 4.278+/- acres along S.R. 528 for retention
Parcel 100 Part B: 2.048+/- acres at the northwest corner for the ramp

Staff recommends two improvements at the Interchange of S.R. 417 and S.R. 528 and along S.R. 528 in the general area depicted on **Composite Exhibit 1**.

First, staff recommends the reconstruction of the southbound S.R. 417 (Greeneway) ramp connecting to the westbound S.R. 528 (Beachline) so that the ramp will accommodate an increased design speed from 40 m.p.h. to 60 m.p.h. The proposed acquisition in this area, including the necessary setback from the property line, is identified as Project 599-1260, Parcel 100, Part B, and consists of 2.048+/- acres.

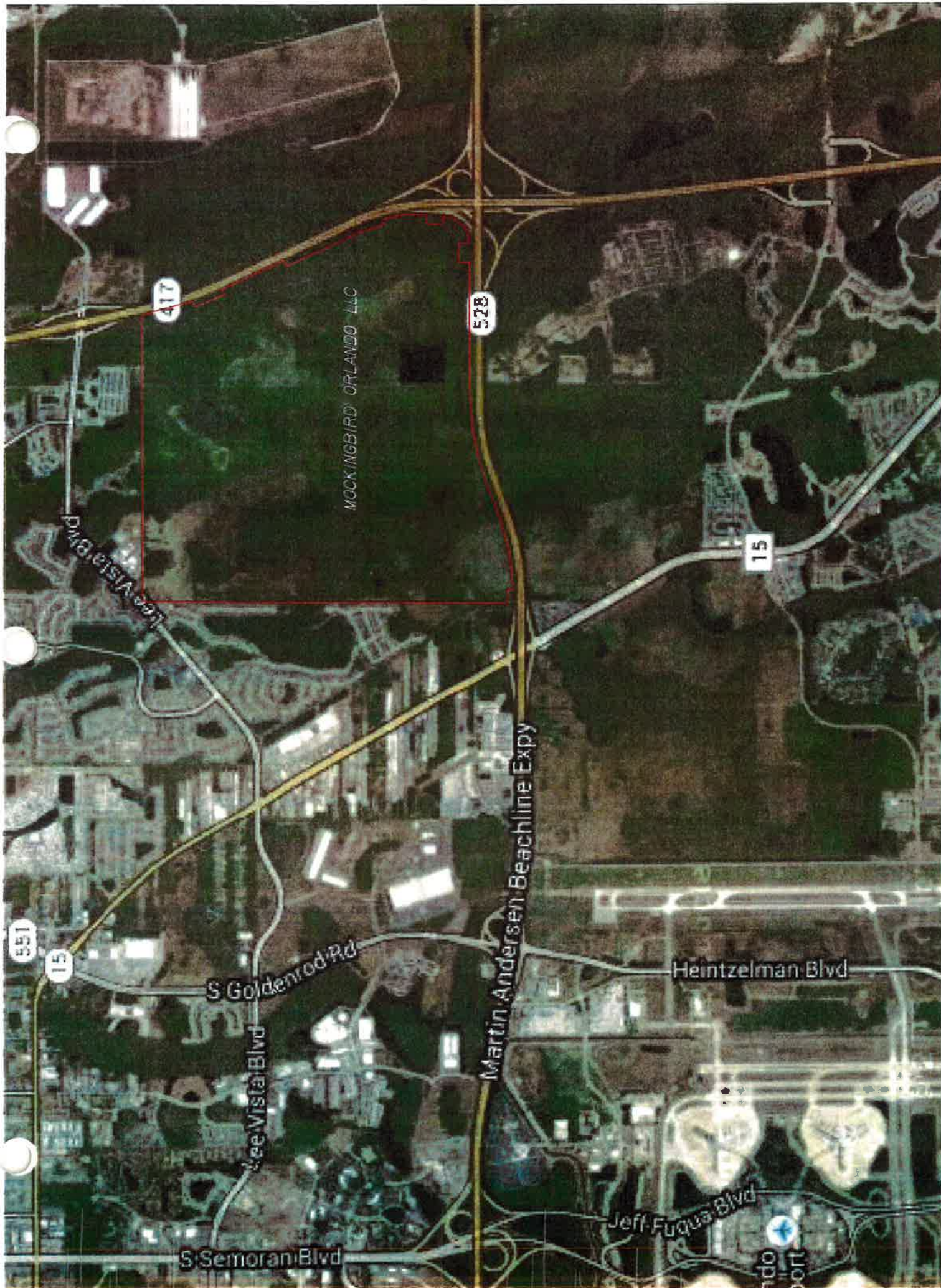
Second, staff recommends extending the auxiliary lane on S.R. 528 from the S.R. 417 ramp to the S.R. 15 exit. Currently this section of S.R. 528 has 3-lanes from the S.R. 417 ramp, reducing to 2-lanes on the S.R. 528 mainline, before again reopening to three-lanes through S.R. 15 (Narcoossee Road). The proposed 3-lane configuration will improve the westbound traffic flow. Additional property is needed for stormwater treatment purposes. The proposed acquisition in this area is identified as Project 599-1260, Parcel 100, Part A, and consists of 4.278+/- acres.

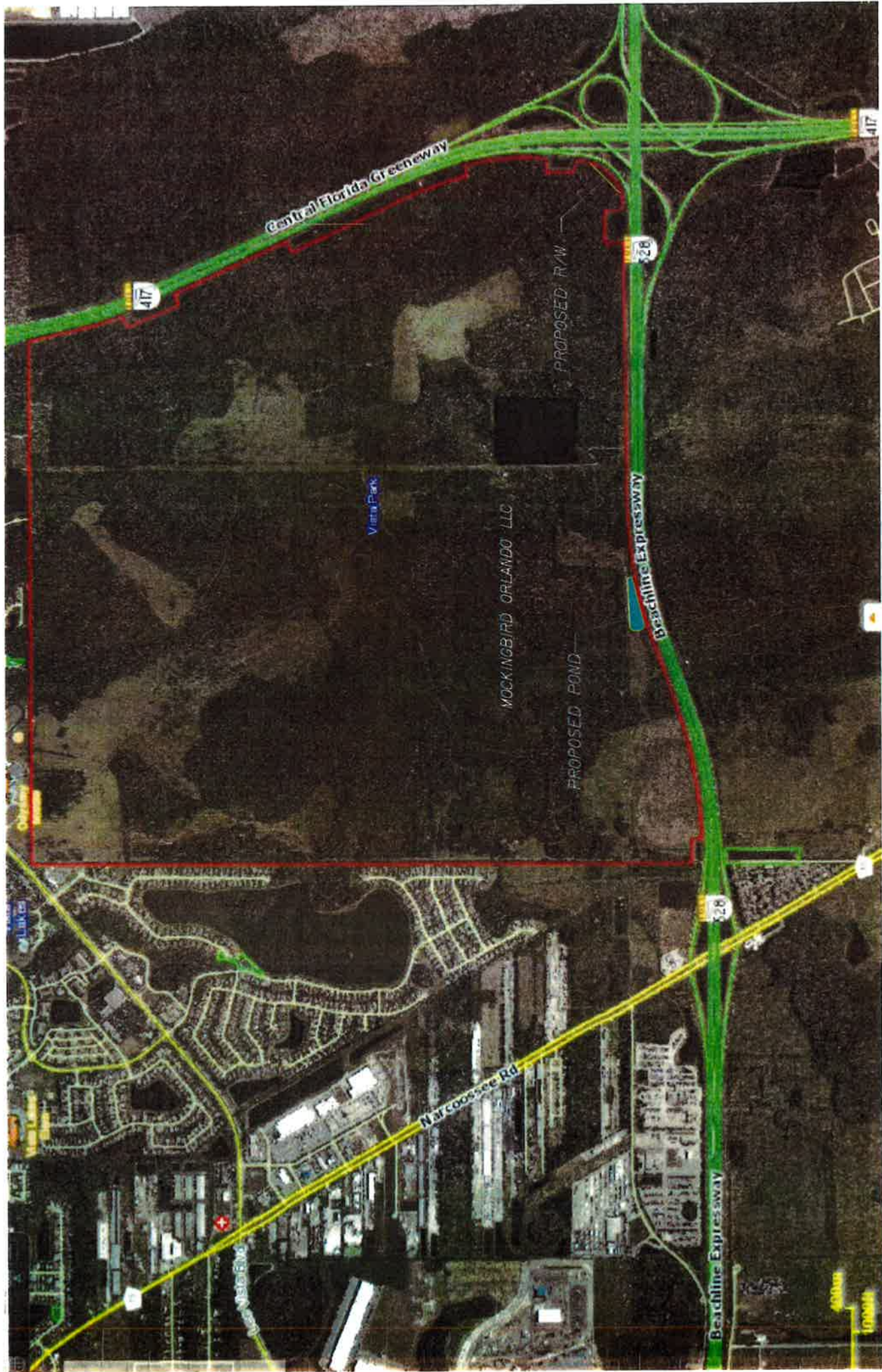
REQUESTED ACTION

We respectfully request the Board approve the attached Resolution Adopting and Approving the Acquisition of Project 599-1260, Parcel 100, Part A and Parcel 100, Part B for Improvements at the Interchange of State Roads 417 and 528 and along S.R. 528.

ATTACHMENTS

Exhibit 1. Aerial Maps
Exhibit 2. Proposed Resolution





**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADOPTING AND APPROVING
THE ACQUISITION OF PROJECT 599-1260,
PARCEL 100, PART A AND PARCEL 100, PART B FOR IMPROVEMENTS AT
THE INTERCHANGE OF STATE ROADS 417 AND 528 AND ALONG S.R. 528**

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Florida Statutes, Chapter 348, Part III, Section 348.754(1)(b), is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges, avenues of access, rapid transit, trams, fixed guideways, thoroughfares, and boulevards with any changes, modifications, or revisions of the project which are deemed desirable and proper;

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including all approaches, roads, bridges, and avenues for the expressway and any rapid transit, trams, or fixed guideways located within the right-of-way of an expressway;

WHEREAS, Section 348.759(1), Florida Statutes, and Chapters 73 and 74, Florida Statutes, empower the AUTHORITY to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings, as the AUTHORITY deems necessary for any of the enumerated purposes, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the SYSTEM or in a transportation corridor designated by the AUTHORITY; or for the purposes of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities;

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the south S.R. 417 to west S.R. 528 ramp improvements, and improvements along S.R. 528, including stormwater treatment, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, generally described as:

<u>Parcel No.</u>	<u>Interest</u>	<u>Size</u>
100, Part A	Fee Simple	4.278 acres, more or less
100, Part B	Fee Simple	2.048 acres, more or less

and more particularly described in the legal descriptions and sketches attached hereto as Schedule "A."

THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY, AUTHORITY, IN A REGULAR PUBLIC MEETING, AS FOLLOWS:

EXHIBIT 2

1. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 73, 74, and 348, Florida Statutes, Sections 348.754(1)(b) and 348.759(1), Florida Statutes, and other applicable provisions of law.

2. For the reasons described above, including the public use and purpose of improving the south S.R. 417 to west S.R. 528 ramp and improving S.R. 528, it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that Project 599-1260, Parcel 100, Part A and Parcel 100, Part B, as more particularly described in the legal descriptions attached hereto as Schedule "A," and such other property interests as may be within the scope of the descriptions in Schedule "A," be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those parcels or tracts of land, situated, lying and being in Orange County, Florida.

3. The AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of Project 599-1260, Parcel 100, Part A and Parcel 100, Part B, and such other property interests as described in the attached Schedule "A," by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

4. This Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of _____ 2015.

Welton Cadwell, Chairman

ATTEST: _____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

Joseph L. Passiatore, General Counsel

SCHEDULE "A"

LEGAL DESCRIPTION:

PART A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°48'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 1029.23 FEET TO ITS INTERSECTION WITH THE EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528 AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY (OOCEA) RIGHT OF WAY MAP OF ROAD NO. 528, SECTION 1.1-1.5; SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 5879.58 FEET, A CHORD DISTANCE OF 485.37 FEET AND A CHORD BEARING OF SOUTH 81°01'03" WEST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 04°43'52", A DISTANCE OF 485.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A CHORD DISTANCE OF 721.95 FEET AND A CHORD BEARING OF SOUTH 75°07'56" WEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 07°02'23", A DISTANCE OF 722.40 FEET; THENCE DEPARTING SAID CURVE AND SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 00°00'00" EAST, A DISTANCE OF 402.05 FEET; THENCE SOUTH 84°52'51" EAST, A DISTANCE OF 668.91 FEET; THENCE SOUTH 11°20'53" EAST, A DISTANCE OF 160.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.278 ACRES, MORE OR LESS

NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-3374531 DATED 06/11/2015.

LEGEND & ABBREVIATIONS


CB = CHORD BEARING
C.C.R. = CERTIFIED CORNER RECORD
CH = CHORD LENGTH
COR. = CORNER
(C) = CALCULATED DISTANCE
D.B. = DEED BOOK
ESMT = EASEMENT
EXIST. = EXISTING
FND. = FOUND
(F) = FIELD DISTANCE
ID. = IDENTIFICATION

L = ARC LENGTH
L.A. = LIMITED ACCESS
LB = LICENSED SURVEY BUSINESS
LT = LEFT
NO. = NUMBER
OOCEA = ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
O.R.B. = OFFICIAL RECORDS BOOK
P.C. = POINT OF CURVATURE
PG./PGS. = PAGE / PAGES

P.I. = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT ON TANGENT
PROJ. = PROJECT
P.T. = POINT OF TANGENCY
(P) = PLAT
R = RADIUS
RT = RIGHT
R/W = RIGHT OF WAY

SEC. = SECTION
S.R. = STATE ROAD
STA. = STATION
W/ = WITH
CL = CENTERLINE
Δ = DELTA (CENTRAL ANGLE)
θ = CHANGE IN DIRECTION
--- = LIMITED ACCESS R/W LINE
---- = R/W LINE

PROJECT NO. 599-1260

DATE JULY 06, 2015		CERTIFICATION OF AUTHORIZATION No. LB 8011  Dewberry 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 100 SCALE: N/A SHEET 1 OF 5
DRAWN BY M.ROLLINS				
CHECKED BY S.WARE				
DBS PROJECT NO. 50068541				
REVISION				
BY				
DATE				

LEGAL DESCRIPTION:

PART B


A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°30'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3390.50 FEET TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EXISTING EAST LINE OF MITIGATION AREA AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY (OOCEA) RIGHT OF WAY MAP PROJECT NUMBER 6440-401/402; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'55" WEST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 73.29 FEET TO SAID EXISTING EAST LINE OF MITIGATION AREA FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°14'55" WEST, A DISTANCE OF 9.01 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1031.35 FEET, A CHORD DISTANCE OF 856.61 FEET AND A CHORD BEARING OF NORTH 46°47'27" EAST; THENCE DEPARTING SAID EXISTING EAST LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°04'28", A DISTANCE OF 883.36 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTHERLY LINE OF MITIGATION AREA AS SHOWN ON SAID OOCEA RIGHT OF WAY MAP; THENCE DEPARTING SAID CURVE RUN SOUTH 74°27'48" EAST ALONG SAID EXISTING SOUTHERLY LINE, A DISTANCE OF 36.97 FEET TO ITS INTERSECTION WITH THE EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417 AS SHOWN ON SAID OOCEA RIGHT OF WAY MAP; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 636.20 FEET, A CHORD DISTANCE OF 813.77 FEET AND A CHORD BEARING OF SOUTH 41°17'21" WEST; THENCE DEPARTING SAID EXISTING SOUTHERLY LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417 THROUGH A CENTRAL ANGLE OF 79°31'04", A DISTANCE OF 882.95 FEET TO ITS INTERSECTION WITH THE EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528 AS SHOWN ON SAID OOCEA RIGHT OF WAY MAP; THENCE NORTH 78°07'07" WEST ALONG SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528, A DISTANCE OF 125.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 417 AND STATE ROAD 528 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.048 ACRES, MORE OR LESS

PROJECT NO. 599-1260

DATE JULY 06, 2015		 Dewberry 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 100
DRAWN BY M.ROLLINS				
CHECKED BY S.WARE			S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
DBS PROJECT NO. 50068541				SHEET 2 OF 5
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH
LINE OF SEC. 29-23-31, BEING N89°30'44"E,
FLORIDA STATE PLANE COORDINATE SYSTEM,
EAST ZONE, NAD 1983/2011 ADJUSTMENT.

16 JUL '15 PM12:32

SCALE: 1" = 800'

0 400 800

SW COR., SEC. 30
FND. 6"x6" CONCRETE
MONUMENT W/ 3/8"
IRON ROD, NO ID.
C.C.R. NO. 076071

SEC. 30

L.A. R/W LINE

N89°48'57"E

SEE SHEET 4
FOR DETAIL

100 PART A

EXIST. NORTHERLY L.A. R/W LINE
OF S.R. 528 PER OOCEA R/W MAP
PROJ. NO. 6440-401/402

N89°30'44"E
5291.96'(F)

5312.46'(F)

SEC. 31

EXIST. NORTHERLY L.A. R/W LINE
PER OOCEA R/W MAP OF ROAD
NO. 528, SEC. 1.1-1.5

P.O.C.
PART A AND PART B
SE COR., SEC. 30,
SW COR., SEC. 29
FND. 4"x4" CONCRETE
MONUMENT, NO ID.
UNDER WATER
C.C.R. NO. 078326

SEE BELOW FOR
CONTINUATION

CONTINUED
FROM ABOVE

SCALE: 1" = 800'

0 400 800

N89°48'57"E
5312.46'(F)

EXIST. NORTHERLY L.A. R/W LINE
OF S.R. 528 PER OOCEA R/W MAP
PROJ. NO. 6440-401/402

SEC. 29

L.A. R/W LINE

PART B 100

SEE SHEET 5
FOR DETAIL

SE COR., SEC. 29
NOTHING FOUND
OR SET

5291.96'(F)

N89°30'44"E

SEC. 32

P.O.C.
PART A AND PART B
SE COR., SEC. 30,
SW COR., SEC. 29
FND. 4"x4" CONCRETE
MONUMENT, NO ID.
UNDER WATER
C.C.R. NO. 078326

EXIST. WESTERLY L.A. R/W LINE
OF S.R. 417 PER OOCEA R/W MAP
PROJ. NO. 6440-401/402

KEY MAP

PROJECT NO. 599-1260

DATE	JULY 06, 2015
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DBS PROJECT NO.	50068541
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION No. LB 8011
Dewberry
520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)
S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA

PARCEL 100
SCALE: 1"=800'
SHEET 3 OF 5

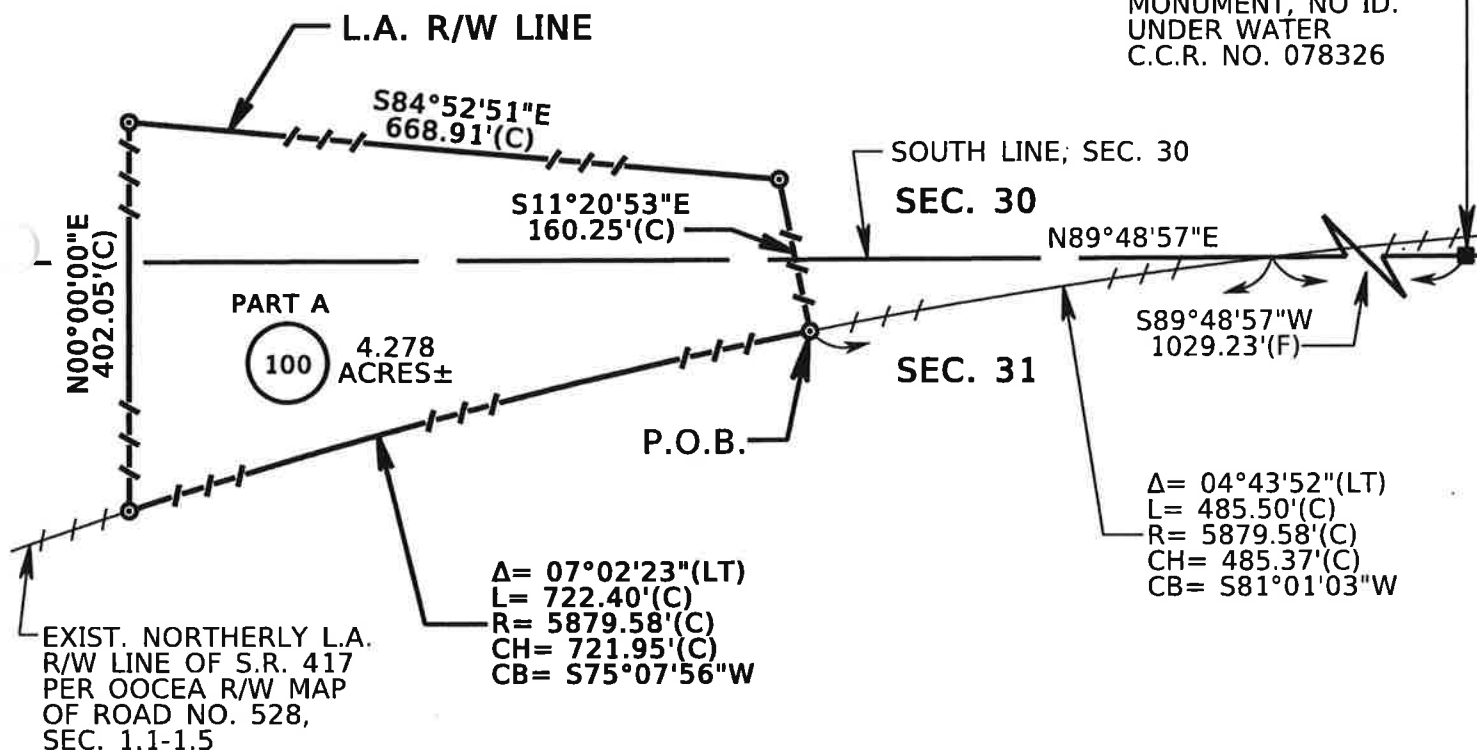
16 JUL '15 PM12:32

BEARING STRUCTURE BASED ON THE SOUTH
LINE OF SEC. 30-23-31, BEING N89°48'57"E,
FLORIDA STATE PLANE COORDINATE SYSTEM,
EAST ZONE, NAD 1983/2011 ADJUSTMENT.

SCALE: 1" = 200'

0 100 200

P.O.C.
SE COR., SEC. 30
FND. 4"X4" CONCRETE
MONUMENT, NO ID.
UNDER WATER
C.C.R. NO. 078326



TOWNSHIP 23 SOUTH, RANGE 31 EAST

PROJECT NO. 599-1260

DATE JULY 06, 2015	CERTIFICATION OF AUTHORIZATION No. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 100
DRAWN BY M.ROLLINS	Dewberry	S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: 1"=200'
CHECKED BY S.WARE	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664		SHEET 4 OF 5
DBS PROJECT NO. 50068541			
REVISION	BY	DATE	

BEARING STRUCTURE BASED ON THE SOUTH
LINE OF SEC. 29-23-31, BEING N89°30'44"E,
FLORIDA STATE PLANE COORDINATE SYSTEM,
EAST ZONE, NAD 1983/2011 ADJUSTMENT.

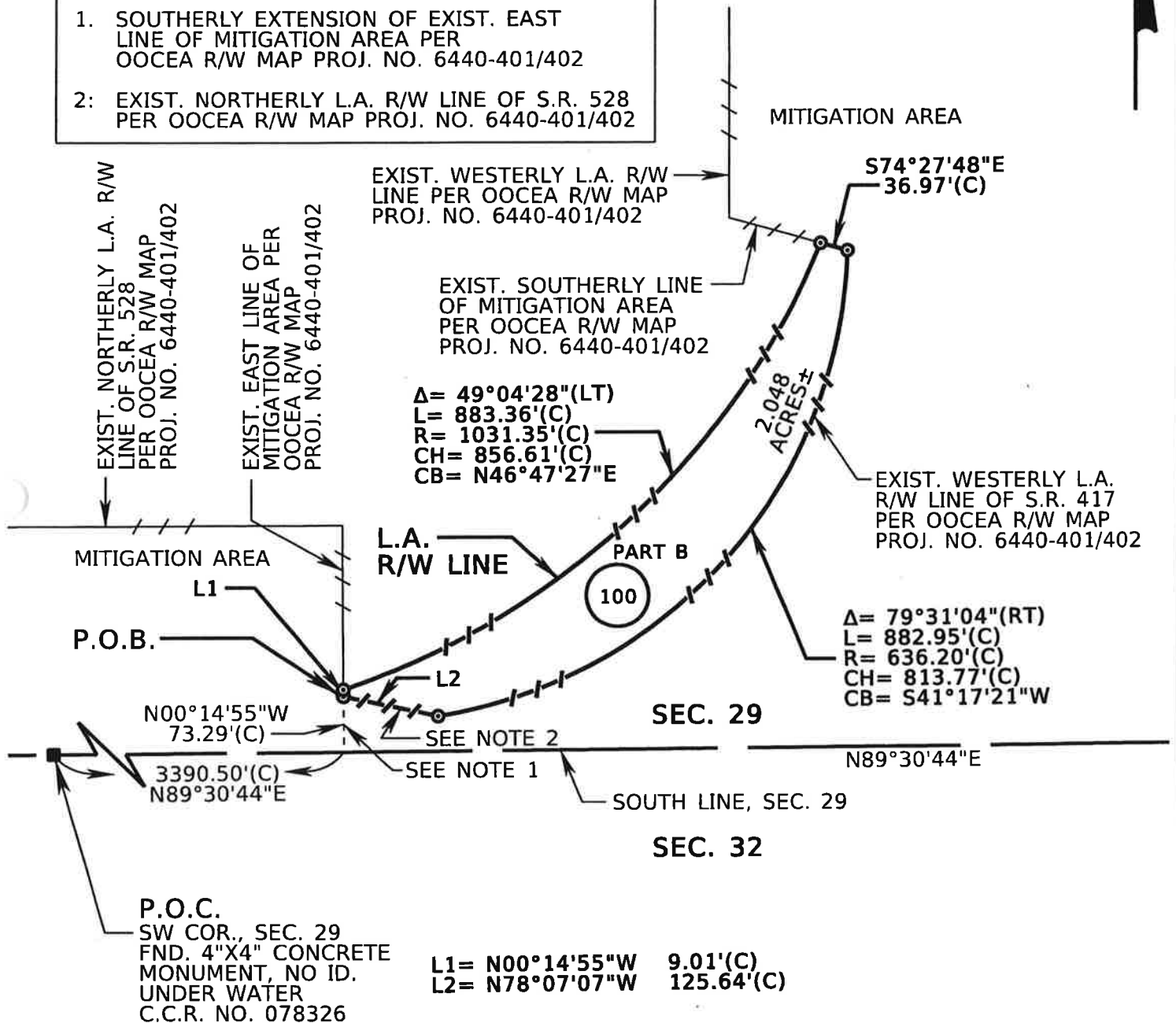
16 JUL '15 PM12:33

SCALE: 1" = 200'

0 100 200

NOTES:

1. SOUTHERLY EXTENSION OF EXIST. EAST
LINE OF MITIGATION AREA PER
OOCEA R/W MAP PROJ. NO. 6440-401/402
2. EXIST. NORTHERLY L.A. R/W LINE OF S.R. 528
PER OOCEA R/W MAP PROJ. NO. 6440-401/402



TOWNSHIP 23 SOUTH, RANGE 31 EAST

PROJECT NO. 599-1260

HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION
IN ACCORDANCE WITH THE STANDARDS OF
PRACTICE AS REQUIRED BY CHAPTER 51-17 FLORIDA
ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027,
FLORIDA STATUTES

William E. Byrd, C.S.M. 7/4/2015
WILLIAM E. BYRD, C.S.M.
LICENSE NUMBER 5442

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF
AUTHORIZATION No. LB 8011

Dewberry

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

S.R. 417 AT S.R. 528
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
100

SCALE: 1"=200'

SHEET 5 OF 5

CONSENT AGENDA ITEM

#20

MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016

MEMORANDUM

TO: The Board of the Central Florida Expressway Authority

FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.

DATE: July 28, 2015

RE: S.R. 528 Multimodal Corridor in Orange County
Project 528-1240; Parcels 108/808 (Neo Land, LLC)
Resolution

Mateer Harbert, P.A., right of way counsel, submits the attached Resolution and requests that the Board of the Central Florida Expressway Authority ("CFX") consider the adoption of the Resolution for the acquisition of Parcels 108/808 (the "Property") for the construction of the S.R. 528 Multimodal Corridor in Orange County, Project 528-1240.

Description and Background

The Resolution is being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. In addition, the Resolution is being sought as a step in the process of property acquisition consistent with the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual.

Parcel 108 is a 2.56 acre fee simple parcel of land, and Parcel 808 is a 0.81 acre permanent slope easement parcel of land located in the southeast quadrant of International Corporate Park Blvd interchange with S.R. 528, in Orange County, Florida.

The acquisition of the parcels is necessary for the construction of the S.R. 528 Multimodal Corridor in Orange County, Project 528-1240.

Requested Action

Right of way counsel respectfully requests that the Board adopt the attached Resolution for the acquisition of Parcels 108/808.

Attachment

Resolution for Parcels 108/808

4828-8669-2390, v. 1

RESOLUTION OF NECESSITY

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, and Chapters 73 and 74, Florida Statutes, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant transportation facilities, including all necessary approaches, roads, bridges and avenues of access, rapid transit, trams, fixed guideways, thoroughfares, and boulevards with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways, facilities, rapid transit, trams, or fixed guideway facilities, located within the right of way of an expressway; and

WHEREAS, under Section 348.754(6), Florida Statutes, the AUTHORITY may, within the right of way of the SYSTEM, finance or refinance the planning, design, acquisition, construction, extension, rehabilitation, equipping, presentation, maintenance, or improvement of an intermodal facility or facilities, a multimodal corridor or corridors, or any programs or projects that will impair the levels of service on the SYSTEM; and

WHEREAS, Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project which are deemed desirable and proper; and

WHEREAS, pursuant to Section 348.754(2)(c), Florida Statutes, the Authority has the power to acquire by donation or otherwise, purchase, hold, lease as lessee, and use any franchise or any property, real, personal, mixed, or tangible or intangible, or any options in its own name or in conjunction with others, or interest in those options, necessary or desirable to carry out the purposes of the authority, and to sell, lease as lessor, transfer, and dispose of any property or interest in the property at any time acquired by it; and

WHEREAS, pursuant to Section 348.754(2)(j), Florida Statutes, the AUTHORITY may exercise and has the power of eminent domain, including the procedural powers granted under both Chapters 73 and 74, Florida Statutes; and

WHEREAS, transportation facilities are defined under, Section 348.752(14), Florida Statutes, as the mobile and fixed assets, and the associated real or personal property or rights, used in the transportation of persons or property by any means of conveyance, and all appurtenances, such as, but not limited to, highways; limited or controlled access lanes, avenues of access, and facilities; vehicles; fixed guideway facilities, including maintenance facilities; and

administrative and other office space for the exercise by the authority of the powers and obligations granted in Chapter 348, Part III; and

WHEREAS, Section 348.759(1), Florida Statutes, and Chapters 73 and 74, Florida Statutes, empower the AUTHORITY to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the SYSTEM or in a transportation corridor designed by the AUTHORITY; or for the purposes of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities; and

WHEREAS, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, Chapter 348, Part III, was adopted by Chapter 2014-171, Laws of Florida, which was a general law that was passed by a three-fifths vote of the membership of each house of the Legislature; and

WHEREAS, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, and water retention areas, the legal descriptions with the property interests sought being attached hereto as Schedule "A" for the public purposes aforesaid herein;

THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, IN A REGULAR PUBLIC MEETING THAT HAS BEEN DULY NOTICED AND CONVENED, AS FOLLOWS:

RESOLVED, that this Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 73 and 74, and 348, Part III, Florida Statutes, as well as other applicable, revisions of law set forth herein; and, be it further

RESOLVED, that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

RESOLVED, the AUTHORITY has determined that it is necessary and in the public interest to acquire the following parcels and property interested therein for the purposes aforesaid herein:

<u>Parcel No.</u>	<u>Interest</u>	<u>Size</u>
108	Fee Simple	2.56 acres, more or less
808	Permanent Easement	0.81 acres, more or less

RESOLVED, that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

RESOLVED, that this Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of _____, 2015.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Welton Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore, General Counsel

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 108
PURPOSE: LIMITED ACCESS RIGHT-OF-WAY
ESTATE: FEE SIMPLE**

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 596.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

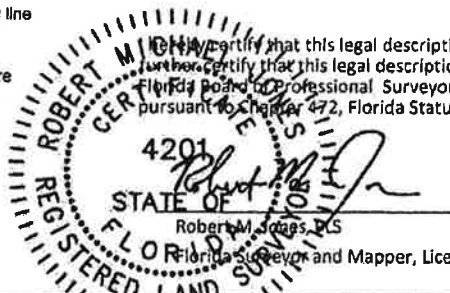
LEGEND:

(C) = Calculated
(D) = Deed
(M) = Measured
(P) = Plat
O.R.B. = Official Records Book
Pg. = Page
R = Radius
L = Length of curve (arc distance)
C = Chord distance
Delta = central angle
CB = Chord Bearing
ID = Identification
= Line Not To Scale
PID = Parcel Identification Number
S.R. = State Road
CFX = Central Florida Expressway Authority
R/W = Right-of-Way
C = Centerline
= Limited Access Right-of-way line
PC = Point of Curvature
PT = Point of Tangency
PCC = Point of Compound Curvature
PRC = Point of Reverse Curvature
(NT) = Non Tangent
CM = Concrete Monument
= section line
= 1/4 section line

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (9011), US Survey Foot, based on the north line of Lot 3, International Corporate Park, according to the plat thereof recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida as being North 89° 33' 17" West. The average combined scale factor is 0.999939
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, Dated November 24, 2014, file number NCS-586539BML-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown hereon.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DESIGNED BY: HNTB
DRAWN BY: PEW
APPROVED BY: RMJ
DATE: 03/16/2015
AMEC JOB No.: 6374130684
CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH



AMEC Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7570
Certificate of Authorization Number LB-0007932

SHEET 1 OF 2

REVISIONS

DATE	BY

DRAWING NAME: CFX - BML - 8x11.dwg

204-ANP ALTA-AC3M SymmetryNet-CAD Cnt 3D 2012MANF - DIM - Description and Sketch - 100CPL - DIM - 7/16/2015 7:17:11 AM, Napsys 10000.16



**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 808
PURPOSE: SLOPE EASEMENT
ESTATE: PERMANENT EASEMENT**

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way line, a distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

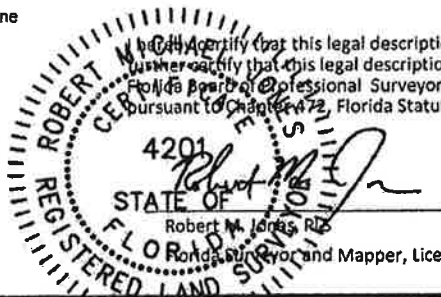
LEGEND:

(C) = Calculated
(D) = Deed
(M) = Measured
(P) = Plat
O.R.B. = Official Records Book
Pg. = Page
R = Radius
L = Length of curve (arc distance)
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Delta = central angle
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ID = Identification
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PID = Parcel Identification Number
S.R. = State Road
CFX = Central Florida Expressway Authority
R/W = Right-of-Way
CL = Centerline
LAW = Limited Access Right-of-way line
PC = Point of Curvature
PT = Point of Tangency
PCC = Point of Compound Curvature
PRC = Point of Reverse Curvature
(NT) = Non Tangent
CM = Concrete Monument
— = section line
— = 1/4 section line

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Lot 3, International Corporate Park, according to the plat thereof recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida as being North 89° 33' 17" West. The average combined scale factor is 0.999939
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, Dated November 24, 2014, file number NCS-586539BMI-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown hereon.

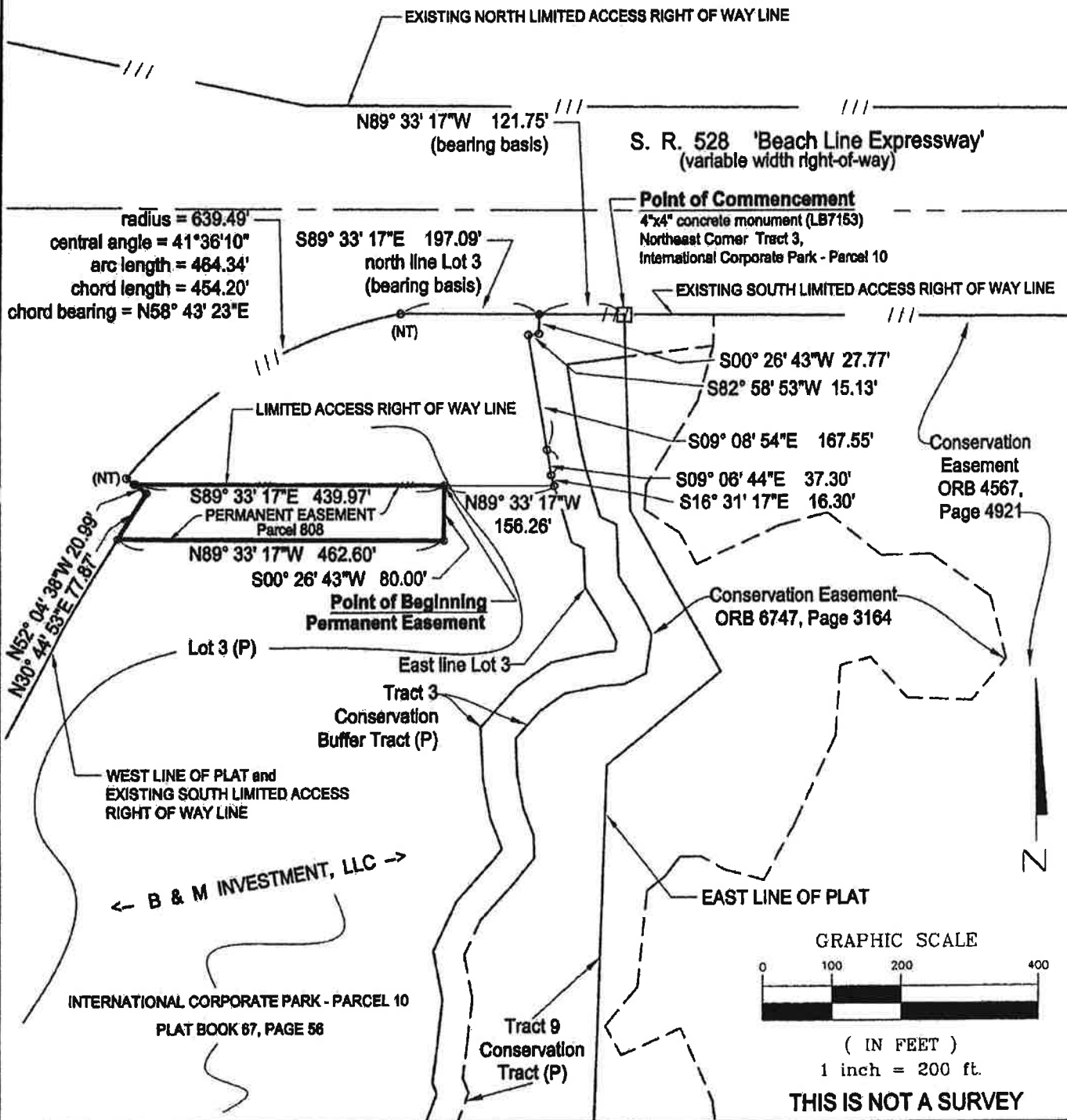
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH	SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 03/16/2015	amec AMEC Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374130684		DATE BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 808
PURPOSE: SLOPE EASEMENT
ESTATE: PERMANENT EASEMENT**



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DESIGNED BY: HNTB DATE: 03/16/2015
DRAWN BY: PEW AMEC JOB No.: 6374130684
APPROVED BY: RMJ CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH
AMEC Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Certificate of Authorization Number LB-0007932

SHEET 2 OF 2
REVISIONS
DATE BY
DRAWING NAME: CFX - BM - 8x11.dwg


528-1240-ALTA-ACSM-Proposed/As-Built-03-16-2015-7:21:27 AM-Task: 10000-10

CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board
FROM:  Joseph L. Passiatore, General Counsel
DATE: August 3, 2015
SUBJECT: Change to Right of Way Committee Charter

Pursuant to direction from the CFX Right of Way Committee, the attached charter amendment removes the voting abstention requirement for matters which involve both CFX and a Committee member's governmental entity. This change comports with Florida law which allows local public officers to vote on matters involving their city or county government, F.S. 112.3143(3)(a).

CFX staff recommends approval of the change.

JLP/ml
Attachments

cc: Laura Kelley, Executive Director

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS RIGHT OF WAY COMMITTEE CHARTER

WHEREAS, the Central Florida Expressway Authority ("CFX") has previously adopted a policy creating the Right of Way Committee and its Charter; and

WHEREAS, at its meeting of July 22, 2015; the Right of Way Committee recommended a change in its Charter removing the voting abstention requirement for matters which involve both CFX and a Committee member's governmental entity.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following Amendment is hereby adopted by the governing Board:

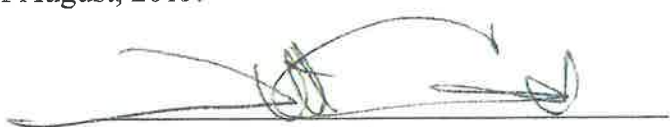
Section 1. ADOPTION. The section in the existing Charter entitled: "Organization" is hereby amended as follows:

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters, possess sufficient experience in property acquisition and disposition. ~~Committee members shall not vote on matters directly impacting their respective jurisdictions (i.e., engaging in any business with the Authority).~~

Section 2. The revised Charter is attached in its entirety as Exhibit "A."

Section 3. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED this 13th day of August, 2015.


Welton G. Cadwell
Chairman

ATTEST:


Darleen Mazzillo
Executive Assistant



Approved as to form and legality


Joseph L. Passiatore, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD RIGHT OF WAY COMMITTEE CHARTER

PURPOSE

The Right of Way Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing oversight and control of the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the Central Florida Expressway Authority right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

RESPONSIBILITIES

The Right of Way Committee is responsible for conducting reviews and associated recommendations to the Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

ORGANIZATION

The Right of Way Committee shall be composed of five voting members as follows:

1. Orange County staff member and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters, possess sufficient experience in property acquisition and disposition.

The Right of Way Committee will be chaired on an annual, rotating basis beginning on the effective date of the original Charter, September 11, 2014, in the following order:

Osceola County Representative
Lake County Representative
Orange County Representative
City of Orlando Representative
Seminole County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

The Central Florida Expressway Authority General Counsel's office and Right of Way Counsel shall serve as advisors to the Committee. The Authority General Counsel's office shall provide support to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

CONDUCT OF BUSINESS

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

MEETINGS

The Right of Way Committee shall meet as required to review negotiations and provide guidance to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director, General Counsel or the Right of Way Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Draft Committee meeting minutes and any other Committee recommendations shall be submitted to the Authority Board for information and/or approval.

EXHIBIT “B”

Executive Director Monthly Report August 13, 2015

The Central Florida Expressway Authority Snapshot Summary for June is attached. The four page report includes information on travel conditions, traffic data, financial measures, customer service statistics, safety information and project schedules.

We held the competitive bid for the 2015 senior lien revenue bond anticipation notes (BANs) on July 8th. Seven banks bid with Wells Fargo coming in the lowest with a coupon rate of 1.625% and a total interest cost of 1.592%. The closing of the BANs was held on 7/21/15. They will be paid off with the proceeds from the TIFIA Loan during calendar year 2018.

The one page dash board of key performance measures currently being developed will be sent to all Board members later this month.

Completed negotiations with representatives of Carlsbad and Balbay properties for the right of way needed for the SR 528 super corridor.

Participated in the International Bridge Tunnel and Turnpike Association's annual summit on All-Electronic Tolling, Managed Lanes and Interoperability in Miami July 12th – 14th.

Met with Don Fisher, County Manager of Osceola County on July 14th to discuss electronic toll collection in Osceola County.

Met with Hugh Miller, CDM Smith, Inc., CFX Traffic and Revenue Engineer on July 15th to discuss the evaluation of the Maglev project, an elevated transit project that plans to run from the Convention Center to the Orlando International Airport with a stop at the Florida Mall. The project requires an easement of CFX right of way.

Participated in a transportation roundtable meeting with representatives of the Orange County Convention Center, Diane Scaccetti, Florida's Turnpike Enterprise and Noranne Downs District 5 Secretary on July 16th.

Met with Orange County Public School System Superintendent Barbara M. Jenkins and other OCPS representatives on July 21, 2015 to discuss CFX master plan activities.

Participated in a Women in Transportation Symposium Panel entitled "A Walk in Her Shoes" the evening of July 22nd.

Participated in the Florida Transportation Summit July 23rd and 24th.

Reported on the annual activities and achievements of the Central Florida Expressway Authority to the Florida Transportation Commission on July 23rd.

Delivered a brief presentation on CFX master plan activities to the Orlando City Council on July 27th.

Participated in an Osceola County Expressway Authority Workshop to discuss Poinciana Parkway toll collection on July 28th.

Spoke to members of the Central Florida Transportation Task Force about CFX and master plan activities on July 30th.

Delivered a brief presentation on CFX master plan activities to the Osceola County Board of Commissioners on August 3rd.

Chairman Cadwell and I met with Senate President Andy Gardiner to discuss CFX activities and achievements on August 5th.

Board authorization is being requested this month to split the General Engineering Consultant (GEC) contract. The first request to advertise will be focused on a GEC for planning, engineering and design and the second will be for technology and intelligent transportation systems services. The advertisements will be staggered and the same firm will be prohibited from holding both contracts.

The Procurement Department just received the National Procurement Institute Achievement of Excellence in Procurement Award for the fifth year in a row.

The Innovation Way Interchange Project is proceeding to 90% plans.

Staff is coordinating with engineers for the proposed interchange at SR 414 and Marden Road that has been proposed by the land developers at this site. An agreement between CFX and the land developers will be required before construction begins.

Staff met with Florida Turnpike's staff at their request to discuss their schedule for improvements to SR 417 and SR 528. Construction is anticipated to start on SR 417 managed lanes between Seminole County line and SR 434 and on SR 528 managed lanes between Turnpike and McCoy Road in June of 2016.

The list of organizations that participated in the CFX 2040 master plan visioning exercise is attached.

There have been no new developments on the Centralized Customer Service Center.

Commissioner Carey and I will meet with Secretary Boxold the afternoon of August 12th to discuss the purchase of the beltway in Osceola and Seminole Counties and the urban portion of the Beachline.

CFX Public Relations Department created an excellent 5 minute video to showcase the mission and achievements of the agency.

CFX 2040 Master Plan + Visioning

Public Outreach Update, August 2015

All of the following organizations have been contacted with a request to schedule a community outreach presentation. The red dates indicate who has responded to our request as of August 6, 2015.

**all lists appear in alphabetical order*

Counties	Cities	Chambers		Survey	Presentation
		Survey	Presentation		
Lake County <i>Staff: 5/1</i> <i>Board: 7/7</i>	Clermont	X	6/9	Astor Chamber of Commerce	
	Eustis	X	6/18	East Lake Chamber of Commerce	X 6/1
	Fruitland Park			Lady Lake Chamber of Commerce	
	Leesburg			Lake Eustis Chamber of Commerce	
	Mascotte: Council	X	6/15	Leesburg Area Chamber of Commerce	
	Minneola	X	5/19	Mt. Dora Area Chamber of Commerce	
	Mount Dora			South Lake Chamber of Commerce	X 7/17
	Tavares			Tavares Chamber of Commerce	
	Umatilla				
Orange County <i>Staff: 4/29</i> <i>Board: 6/2</i>	Apopka: Staff	N/A	5/1	Apopka Chamber of Commerce	
	Apopka: Council	X	5/6	East Orlando Chamber of Commerce	
	Eatonville	X	7/7	Goldenrod Chamber of Commerce	
	Lake Buena Vista			Maitland Chamber of Commerce	
	Maitland: Council	X	5/11	West Orange Chamber of Commerce	
	Oakland			Winter Park Chamber of Commerce	X D
	Ocoee				
	Orlando: Staff	N/A	5/15		
	Orlando: Council	X	7/27		
	Windermere: Council	X	6/9		
	Winter Garden				
	Winter Park				
Osceola County <i>Staff: 6/12</i> <i>Board: 8/3</i>	Kissimmee: Council	X	6/16	Kissimmee/Osceola County Chamber of Commerce	X 8/14
	St. Cloud	X	7/9	St. Cloud Chamber of Commerce	
	Poinciana	X	D		
Seminole County <i>Staff: 5/5</i> <i>Board: 6/9</i>	Altamonte Springs: Council	X	6/2	Casselberry Chamber of Commerce	X D
	Casselberry			Oviedo-Winter Springs Regional Chamber of Commerce	X 6/24
	Lake Mary: Council	X	6/18	Sanford Chamber of Commerce	X 6/3
	Longwood	X	7/20	Seminole County Regional Chamber of Commerce	
	Oviedo: Council	X	5/18		
	Sanford	X	6/22		
	Winter Springs	X	D		

*D=declined presentation **X=survey will be shared

Central Florida Legislative Delegation	Survey	Meeting
Central Florida Legislative Delegation members from Lake, Orange, Osceola and Seminole counties	X	N/A
Representative Randolph Bracy	N/A	5/19
Representative Steve Crisafulli	N/A	TBD
Senator Andy Gardiner	N/A	8/5
Senator David Simmons	N/A	7/1
Representative Victor Manuel "Vic" Torres, Jr.	N/A	5/19

Education	Survey	Presentation
Full Sail University		
Lake County Schools		
Lake-Sumter State College	X	6/23
Orange County Public Schools (OCPS)	N/A	7/21
Seminole County Public Schools	X	D
Seminole State College		
The School District of Osceola County	X	7/14
University of Central Florida (Bill Merck)	N/A	6/3
Valencia College (Dr. Sandy Shugart)	N/A	5/19

***D=declined presentation **X=survey will be shared**

Regional associations, organizations and businesses; multiple counties			Survey	Presentation
African American Chamber of Commerce of Central Florida (<i>John Davis, President</i>)			X	5/21
Business Force			X	7/14
Central Florida Disability Chamber				CFP
Central Florida Hotel and Lodging Association (CFHLA)				CFP
Central Florida Partnership (<i>Jacob Stuart</i>)			N/A	4/23
Central Florida Partnership (<i>Board</i>)			X	8/19
Central Florida Research Park				CFP
Deseret Ranches of Florida			N/A	5/21
DUDA				CFP
East Central Florida Regional Planning Council			N/A	6/4
Enterprise Florida (<i>Cori Henderson</i>)			N/A	5/8
Florida Department of Transportation (FDOT), District 5			N/A	5/15
Florida Department of Transportation, Florida's Turnpike Enterprise			N/A	5/4
Greater Orlando Aviation Authority (GOAA) (<i>Phil Brown</i>)			N/A	TBD
Greater Orlando Aviation Authority (GOAA) (<i>Staff</i>)			N/A	5/19
Greater Orlando Builders Association				CFP
Hispanic Chamber of Commerce of Metro Orlando			X	D
I-Drive District / ETC / I-Drive Chamber of Commerce <i>Includes Universal Orlando, SeaWorld Parks & Entertainment, Wet & Wild, Rosen Hotels, etc.</i>			X	5/18
Lake-Sumter MPO			X	5/4
LYNX (<i>John Lewis</i>)			N/A	4/23
LYNX (<i>Staff</i>)			N/A	5/7
METROPLAN Orlando (<i>Harry Barley</i>)			N/A	4/28
METROPLAN Orlando (<i>Staff</i>)			N/A	5/8
METROPLAN Orlando (<i>Board</i>)			X	9/9
METROPLAN Orlando (<i>Committees</i>)			X	June
Orlando Economic Development Commission (EDC) (<i>Dave Porter</i>)			N/A	5/19
Orlando Economic Development Commission (EDC) (<i>Rick Weddle</i>)			N/A	TBD
Orlando Sanford International Airport			N/A	6/10
Port Canaveral (<i>John Walsh</i>)			N/A	5/5
Port Canaveral (<i>Staff</i>)			N/A	5/18
Space Coast TPO (Brevard County)			N/A	5/11
Space Florida				CFP
SunRail / Central Florida Commuter Rail Commission			N/A	6/4
Tri-County League of Cities			X	6/18
Visit Orlando			N/A	7/7
Walt Disney World (<i>Transportation team</i>)			N/A	6/8

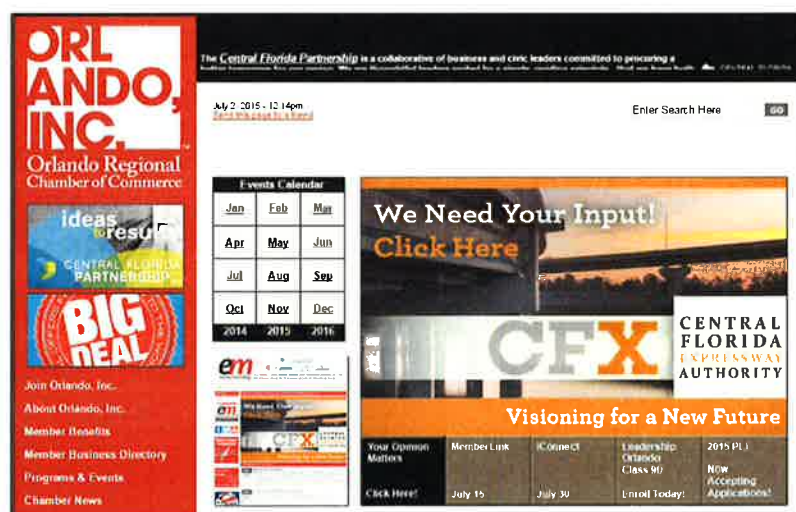
CFP=reaching through partnership with Orlando, Inc. and the Central Florida Partnership

*D=declined presentation **X=survey will be shared

Partnership with Orlando, Inc. and the Central Florida Partnership

The 2040 Master Plan + Visioning survey and message will reach all major employers in Lake, Orange, Osceola and Seminole counties as well as all Orlando, Inc. and Central Florida Partnership members via the following exposure opportunities:

- Giant Tile on Orlando.org and CentralFloridaPartnership.org with link to survey from June 29-August 13
- Banner ad in *Every Monday* e-newsletter with link to survey sent to 16,000 business, community, and civic leaders
 - June 29
 - July 6
 - July 13
 - July 20
 - July 27
 - August 3
 - August 10
- Exposure at various Chamber and Partnership events
 - Chamber Connect: July 9 + August 6
 - BusinessForce: July 14
 - MemberLink: July 15 + August 12
 - Leadership Orlando (Class 89): July 21
 - Central Florida Transportation Task Force: July 30
 - iConnect: July 30
 - Central Florida Leadership Forum – Moving Forward with an Integrated Regional Transportation Strategy: August 13














CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Snapshot Summary

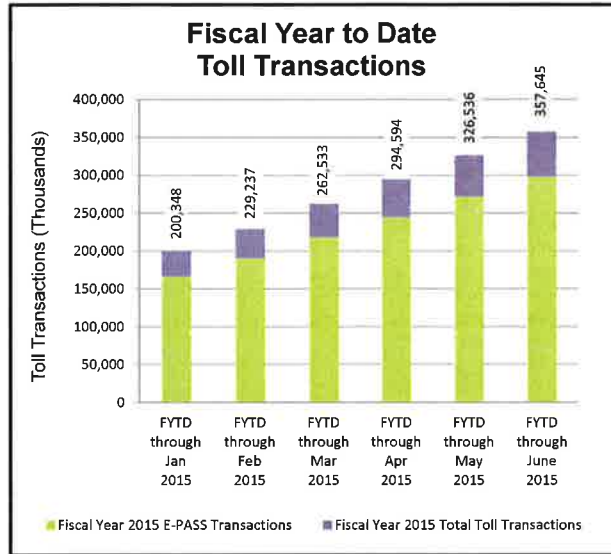
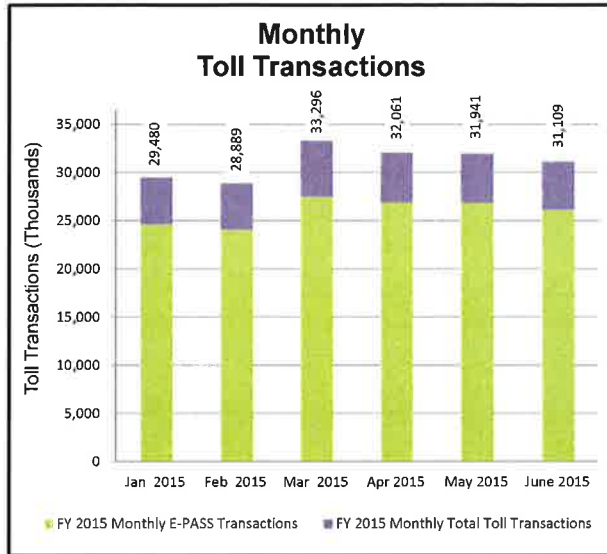
June 2015

SYSTEMWIDE TRAVEL CONDITIONS



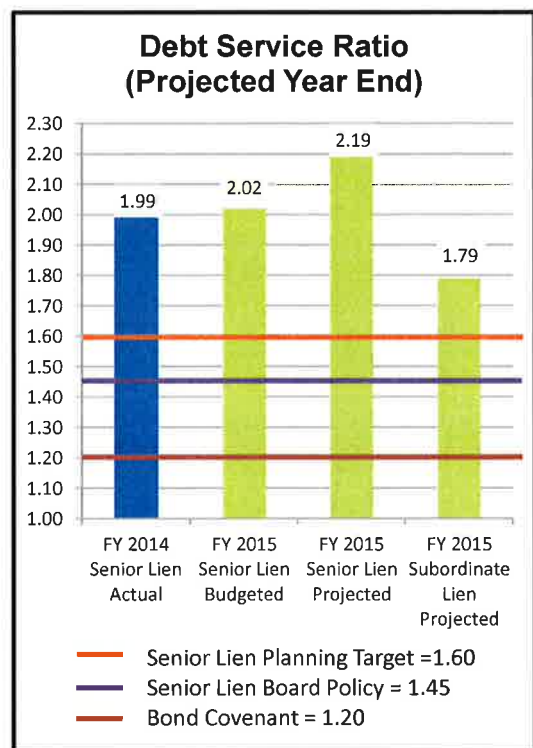
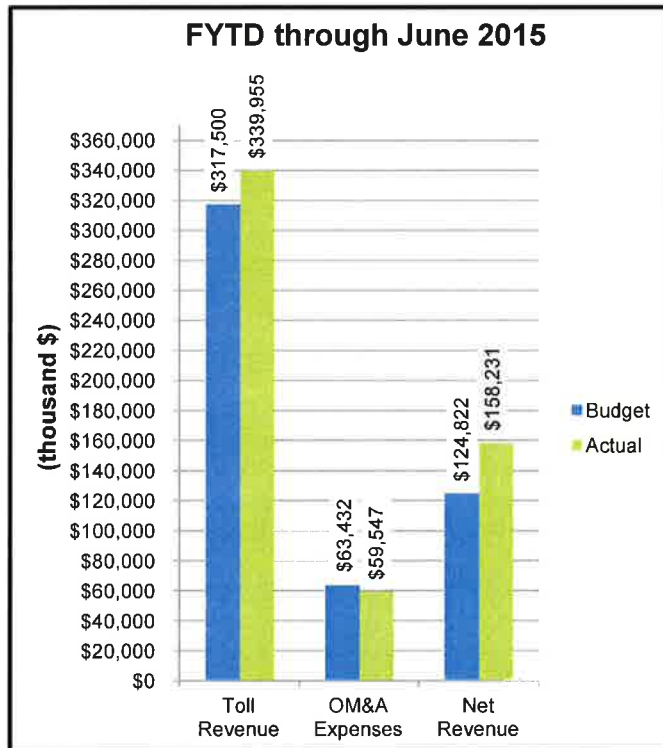
Delay Location and Remedy Project				
Delay Number	Delay Location	Planned Work Plan Projects		
		Number	Name	Status
Morning (AM) Peak Direction				
	SR 408 WB from Mills Avenue to I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
	SR 408 WB from Dean Road to Mills Avenue	-	-	Heavy traffic merging. Continue to monitor situation.
	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
Afternoon (PM) Peak Direction				
	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
	SR 408 WB at Hiawassee Mainline Toll Plaza	408-127	SR 408 Widening from Good Homes Road to Hiawassee Road	Design underway
	SR 408 EB approaching I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
	SR 528 EB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
	SR 408 EB approaching Dean Road	408-128	SR 408 Widening from SR 417 to Alafaya Trail	Design underway
	SR 408 EB at East SR 50	-	-	On going SR 50 construction by FDOT
	SR 417 NB between SR 50 and University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016
	SR 429 SB approaching CR 535	429-654C	SR 429 / CR 535 South Off Ramp Improvements	Construction underway

TRAFFIC SUMMARY



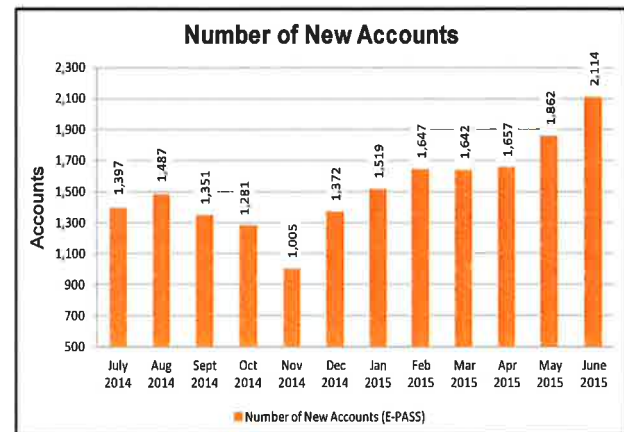
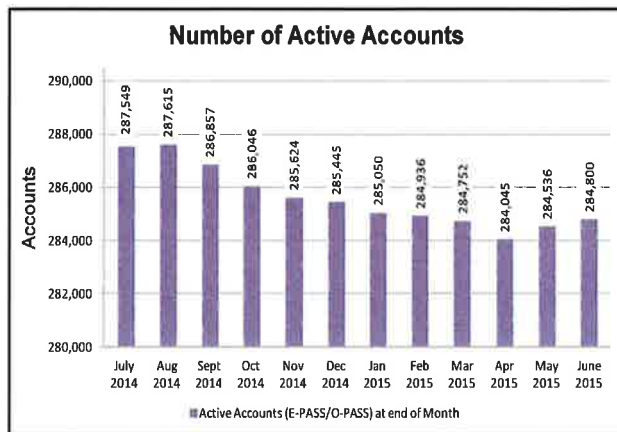
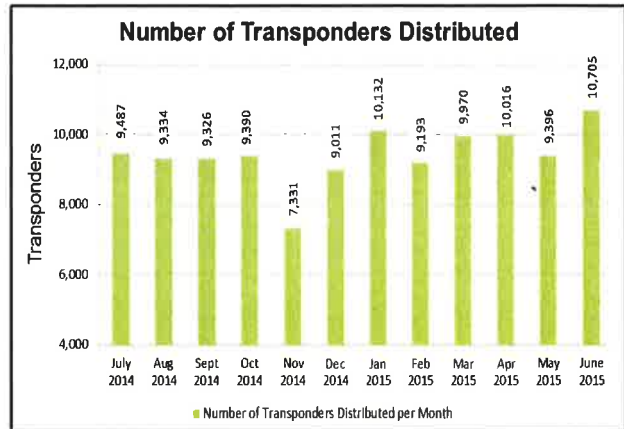
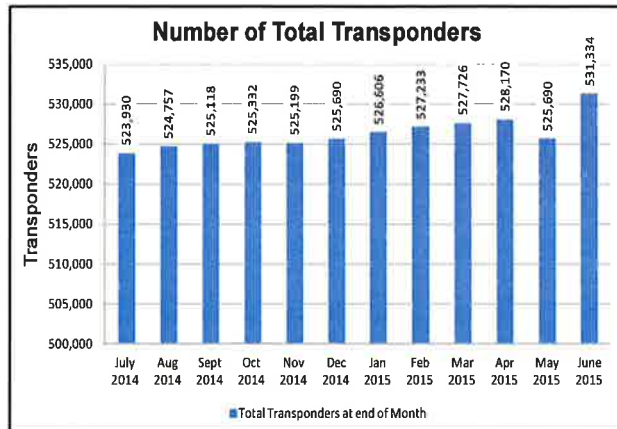
Transactions are shown for the past 6 months.

FINANCIAL



Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the fiscal year ended June 30, 2015.

E-PASS TRANSPONDERS AND ACCOUNTS



Notes:

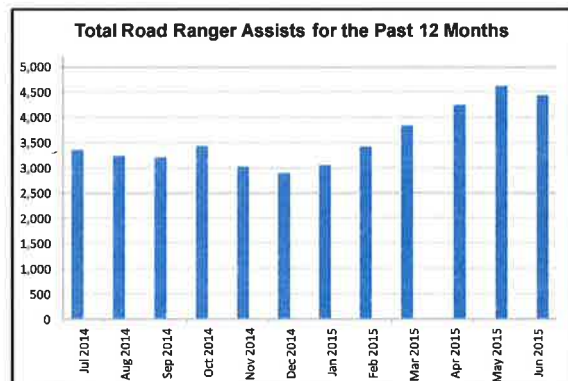
1. Transponder and account information is shown for the past 12 months.
2. Monthly transponders distributed include, but are not limited to new accounts, change in auto ownership, and replacement of old transponders with a newer version or sticker tag.
3. Active accounts are those showing activity within the past year.

CUSTOMER SERVICE

Average E-PASS Service Wait Times for June

	Observed	Goal
Call Center	1 min, 1 sec	< 3 min
East Walk-In Center	2 min, 25 sec	< 5 min
West Walk-In Center	2 min, 35 sec	< 5 min

Road Ranger Assists in June: 4,440



OPERATIONAL IMPROVEMENTS AND SAFETY

Project Highlight

June 2015 was the first operational month of the *Wrong Way Driving Countermeasures Pilot Project*. The pilot project was implemented at the SR 408 Hiawassee Road and Kirkman Road interchanges. During the month, there were 4 documented turn-arounds.



Current and Upcoming Operational / Safety Enhancement Activities

- Project 429-621, SR 429 Guide Sign Replacements (under construction)
- Project 528-405, SR 528 Airport Mainline Toll Plaza Demolition (under construction)
- Project 599-620, Systemwide Ramp Striping and Option Lane Arrows (under construction)
- Project 599-729, SR 408 and SR 417 Guide Sign Replacements (under construction)
- Project 417-129, SR 417 Pedestrian Safety Improvements at Landstar (bidding)
- Project 429-654C, SB SR 429 Ramp to CR 535 (bidding)
- Project 599-126, SB SR 417 to WB SR 528 Ramp Realignment (under design)
- Project 599-525, Systemwide Single Line DMS Upgrades (under design)
- Project 599-616B, Trailblazer Replacement Phase II (under design)

MAJOR DESIGN AND CONSTRUCTION FUNDED PROJECTS SUMMARY

The schedules reflect the anticipated procurement activities. They are based on the current FY 16-20 Work Plan and are subject to change.

Project No.	Project Name	Calendar Year					
		2015	2016	2017	2018	2019	2020
417-301C	SR 417 / Boggy Creek Road Interchange						
528-405	SR 528 Airport Mainline Toll Plaza Demolition						
408-254	SR 408 Eastern Extension PD&E						
417-731A	SR 417 Resurfacing from SR 50 to Orange/Seminole County Line						
429-202	Wekiva Parkway (1A) - US 441 to N of Ponkan Road						
429-203	Wekiva Parkway (1B) - N of Ponkan Road to N of Kelly Park Road						
253F	SR 408 / SR 417 Interchange (Phase I)						
417-733	SR 417 Resurfacing from I-Drive to Moss Park						
429-204	Wekiva Parkway (2B) - N of Kelly Park Rd to CR 437 and Lake County Line						
599-126	SR 417 / SR 528 Ramp Improvements						
TBD	SR 429 Resurfacing from Seidel Road to CR 535						
TBD	SR 528 Resurfacing from SR 436 to Goldenrod Road						
429-205	Wekiva Parkway (2A) - CR 437 to Mt. Plymouth Road						
429-206	Wekiva Parkway (2C) - Lake County Line to SR 46						
528-130	SR 528 / SR 436 Bridge Deck Replacement						
528-131	SR 528 Econ River Bridge						
528-313	SR 528 / Innovation Way Interchange						
599-903	Toll Collection System Upgrade						
408-127	SR 408 Widening from Good Homes Road to East of Hiawassee Road						
TBD	SR 408 Resurfacing from West SR 50 to I-4						
408-128	SR 408 Widening from SR 417 to Alafaya Trail						
TBD	SR 417 Widening from Econlockhatchee Trail to County Line						
TBD	SR 528 Resurfacing from Goldenrod Road to SR 520						
TBD	SR 528 Widening from Narcoossee Road to SR 417						
TBD	SR 408 Resurfacing from East of I-4 to Yucatan Drive						
TBD	SR 414 Resurfacing from SR 429 to US 441						
TBD	SR 417 Resurfacing from Moss Park to Innovation Way						
		FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	

Design Construction PD&E

EXHIBIT "C"

Transportation Authority Monitoring and Oversight

Central Florida Expressway Authority Summary of Performance Measures FY 2014

Performance Measure	Detail	Objective	Actual Results	Meets Objective
Operations				
SHS Roadway Maintenance Condition Rating	Condition rating of at least 90	90	90.0	✓
Pavement Condition Rating	% SHS lane miles rated "excellent or good"	> 85%	98.0%	✓
Bridge Condition - Rating	% bridge structures rated "excellent or good"	> 95%	99.3%	✓
Bridge Condition - Weight Restrictions	% SHS bridge structures with posted limit	0%	0.0%	✓
Electronic Toll Collection (ETC) - Transactions	Number of ETC transactions as % of total transactions	> 75% by 6/30/12	80.3%	✓
Revenue Variance	Variance from indicated revenue (without fines)	< 4%	2.4%	✓
Safety ¹	Fatalities per 100 million vehicle miles traveled	> 10% below 5 yr. avg (.48)	0.22	✓
Customer Service	% customers satisfied with level of service	> 90%	N/A	N/A
Operations and Budget				
Consultant Contract Management	Final cost % increase above original award	< 5%	16.3%	X
Construction Contract Adjustments - Time	% contracts completed within 20% above original contract time	≥ 80%	100.0%	✓
Construction Contract Adjustments - Cost	% projects completed within 10% above original contract amount	≥ 90%	100.0%	✓
Cost to Collect a Toll Transaction	Total toll collection cost / number of transactions (net of exclusions)	< \$0.16	\$0.10	✓
Annual Operating, Maintenance and Administrative (OM&A) Forecast Variance	Actual OM&A to annual budget	< 110%	95.3%	✓
Applicable Laws				
Minority Participation ²	M/WBE and SBE utilization as % of total expenditures (each agency establishes goal/target)	> 90%	133.3%	✓
Revenue Management and Bond Proceeds				
Debt Service Coverage - Bonded/Commercial Debt	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense	> 1.5	1.98	✓
Debt Service Coverage - Comprehensive Debt	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	> 1.2	1.62	✓
Debt Service Coverage - Compliance with Bond Covenants	Debt service coverage meets or exceeds minimum Bond Covenant requirements	Yes	Yes	✓

¹ Safety objective based on five year average of fatalities per 100 million VMT for the six established Authorities. Actual results based on CY 2013 data.

² The Authority has a 15 percent goal for RFP's and ITN's and reported achieving 20.0 percent, or 133.3 percent of the goal.

EXHIBIT “D”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FANEUIL, INC.,
Petitioner,

Case No. BP 15-01
Contract No. 001071

vs.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY,
Respondents,

and

URS ENERGY & CONSTRUCTION, INC.
Intervenor.

RECOMMENDED ORDER

This matter came to be heard before the undersigned Hearing Officer on July 22 and 23, 2015, and having reviewed the file, considered the submissions of the Parties, heard testimony presented and considered evidence presented, heard argument of counsel and being otherwise advised in the premises, the following Recommended Order is made:

I. THE PARTIES

Faneuil, Inc. ("Petitioner" or "Faneuil") is the party protesting the recommended award of Contract No. 001071 to URS Energy & Construction, Inc. ("Intervenor" or "URS E&C").

URS E&C is the apparent successful responsible and responsive Proposer and is being recommended for the award of the Contract. URS E&C is entitled to participate in this proceeding pursuant to Rule 3-1.002.1 of Resolution 2003-017 of the Central Florida Expressway Authority (hereinafter "Rule __").

The Central Florida Expressway Authority ("Authority" or "CFX") is the contracting entity and an Expressway Authority operating pursuant to Fla. Stat. Chapter 348 Part III.

II. PRELIMINARY STATEMENT

On April 27, 2015, the Authority issued its Notice of Intent to Award Contract No. 001071 Toll Facilities Operations and Management Services ("Contract") to Intervenor. On April 29,

2015, Petitioner timely filed its Notice of Protest of the Authority's Notice of Intent to Award the Contract. On May 11, 2015, Petitioner timely filed its Written Protest with the Authority.

On May 26, 2015, the undersigned was formally appointed as the Hearing Officer in this matter. Upon appointment, the Hearing Officer held a preliminary conference by telephone on May 28, 2015 with the Parties to schedule the Hearing. During the preliminary conference, URS E&C was permitted to participate in the Hearing and pre-Hearing process as an Intervenor. The Parties then waived the requirement to schedule the Hearing no more than ten (10) days following appointment of the Hearing Officer. Accordingly, the Hearing date was set for July 22 and 23, 2015 and a pre-Hearing schedule was developed for the exchange of documents and submissions to the Hearing Officer.

During the preliminary conference, Petitioner requested the opportunity to depose various witnesses. The Authority objected stating that the Rules do not provide for depositions and that in past Protests depositions were not permitted. Based upon the Rules and the Authority's objection, Petitioner's request was denied. Notwithstanding the lack of depositions, Petitioner received the entire Procurement file and secured documents from the Authority through a public records request. Further, the Authority agreed to make Authority employees available for the Hearing to be examined by the Petitioner.¹ Petitioner was also permitted to cross-examine the witnesses the Authority and Intervenor called during the Hearing. Thus, even though the Authority's Rules require an expedited process, Petitioner was able to fully develop its position in support of its Bid Protest. The Hearing Officer is left without any doubt that Petitioner was provided a full and fair opportunity to be heard and that a more formal pre-Hearing discovery process would not have further developed or supported Petitioner's position.²

Following the preliminary conference, the Hearing Officer was provided a binder of materials (including a compact disk) from the Authority with copies made available to Petitioner and Intervenor. The Index of Documents for the binder is attached as Exhibit A.

On June 10, 2015, the Hearing Officer conducted a telephone hearing to address concerns regarding the scope of Petitioner's public records request. Because the Hearing Officer has no jurisdiction to resolve disputes involving statutory public records requests, the Hearing Officer issued no orders related to Petitioner's public records request. However, through discussions the Petitioner and Authority were able to reach an agreement and the Hearing Officer adjusted some of the pre-Hearing submission dates.

¹ Petitioner, though, did not call any Authority witnesses in its case-in-chief. Instead, Petitioner waited for the Authority to do so in its case-in-chief.

² However, it was only through the examination of three of the Evaluation Committee members and Mr. Robert Johnson did it become clear that the Authority was not misled by Intervenor's "branding" effort as more fully discussed below.

On June 26, 2015, the Parties submitted their Position Papers. Additionally, Petitioner submitted its Motion in Limine.

On June 29, 2015, the Hearing Officer conducted a pre-Hearing conference to address the Hearing format. The Hearing Officer also noted Petitioner's Motion in Limine during the pre-Hearing conference. A response date for Intervenor and the Authority to Petitioner's Motion was scheduled and a hearing on Petitioner's Motion was set for July 21, 2015.

On July 10, 2015, the Parties submitted their Response/Reply to the Position Papers previously submitted. Additionally, Intervenor (but not the Authority) submitted a response to Petitioner's Motion in Limine. Petitioner also submitted a second Motion in Limine for consideration.

On July 16, 2015, Petitioner submitted its Reply in support of its first Motion in Limine as well as the Parties' Joint Exhibits list. The Parties also submitted their additional exhibit lists. (For ease of reference, Joint Exhibits will be referred to as "J-"; Petitioner's Exhibits as "P-"; Authority's Exhibits as "A-"; and, Intervenor's Exhibits as "I-").

On July 21, 2015, the Hearing Officer heard Petitioner's first Motion in Limine. In sum, Petitioner sought to preclude evidence and testimony from the Intervenor that Petitioner's Proposal was deficient and thus Petitioner was without standing to pursue the Bid Protest. The Hearing Officer denied Petitioner's first Motion in Limine because the Petitioner had been apprised of the three bases upon which Intervenor asserted Petitioner's Proposal was deficient with sufficient time to develop a defense. While the Rules do not necessarily contemplate such motions, if the Hearing Officer believed that Petitioner was prejudiced by the alleged late position from the Intervenor, the Hearing would have been postponed. Petitioner's second Motion in Limine was resolved by agreement of the Parties.

On July 22, 2015, the scheduled Hearing commenced. The Authority provided a court reporter for the Hearing. All Parties attended with representatives and were identified on the records. During the Hearing, Petitioner called Andrew Clayton, Vice President of Operations for Faneuil, as well as published portions of exhibits to the Hearing Officer. The Petitioner then rested with the reservation that Mr. Robert Johnson would be called by the Authority and Petitioner would be able to examine him. The Authority called: (1) Mr. Robert Johnson, Manager of Procurement; (2) Mr. David Wynne, Director of Toll Operations; (3) Mr. Fred Nieves, Manager of E-Pass and Plaza Operations; and (4) Mr. Michael Carlisle – Assistant Finance & Accounting Manager. The Authority advised that Ms. Iranette Davis, Director of Business Development and the fourth Evaluation Committee member, was unavailable due to a scheduled leave of absence. The Intervenor called: (1) Mr. Norman Bradley "Brad" White, Vice President of Operations and Maintenance for URS E&C; and, (2) Mr. Daniel Goff, Program Manager for the FTS Joint Venture and an URS E&C employee. Following Intervenor's case-in-chief, the Hearing Officer heard closing arguments of counsel.

During the Hearing, the Hearing Officer requested the Parties to submit additional briefing concerning the RFP M/WBE requirements and Petitioner's compliance with those requirements. Following closing arguments of counsel, the Hearing Officer confirmed that there was no other testimony or evidence to be presented except for the additional briefing described. Therefore, the in-person portion of the Hearing was closed on July 23, 2015. The Hearing was fully closed on July 27, 2015 after receipt of Petitioner's and Intervenor's submissions as requested. The Authority made no additional submissions following closing arguments. Based upon the Hearing closing date of July 27, 2015, the Hearing Officer advised that this written recommended Order would be issued in ten (10) days from that date.

The Hearing Officer has reviewed the submissions (including Position Papers, Responses and Replies, the documents provided and case law cited), considered the testimony presented and reviewed the documents admitted as evidence, and the submissions made on July 27, 2015.³ There being nothing further to consider, this Recommended Order follows.

III. STATEMENT OF THE ISSUES

A. Petitioner⁴

1. Whether the Intervenor complied with the material terms of the RFP in submitting its Proposal.
2. Whether the Evaluation Committee was misled as to the identity of the Proposer and made its evaluation based upon flawed or inappropriate information.
3. Whether the Intervenor received a competitive advantage during the Proposal process.
4. Whether, as a result of the foregoing or any one of them, the Authority should reject the Intervenor's Proposal and the Petitioner be determined to be the only responsive/responsible Proposer.
5. Alternatively, whether the Authority should reject both Proposals and re-advertise the RFP.

B. Intervenor

1. Whether Petitioner improperly adopted the experience of its stated subcontractor as its own in its Proposal.
2. Whether Petitioner failed to properly comply with the RFP's M/WBE requirements.
3. Whether Petitioner failed to submit its Price Proposal timely.
4. Whether, as a result of the foregoing or any one of them, the Petitioner has no standing to bring its Bid Protest.

³ The list of Exhibits admitted during the Hearing is attached as Exhibit B to this Recommended Order.

⁴ The Hearing Officer considered Petitioner's Notice of Protest, Written Protest, and Position Statement. Petitioner also presented the issues it believed required determination from the Hearing Officer during Opening Statements at the Hearing. The issues Petitioner presented have been summarized as the Hearing Officer came to understand them.

IV. SUMMARY RECOMMENDATION

The Intervenor, and more particularly its ultimate parent company, AECOM Technology Corporation ("AECOM"), invited this bid protest through its concerted effort to "brand" all affiliated, but separate companies as one. Petitioner contends that Intervenor and AECOM "conflate[d] the identity of the Proposer." See Petitioner's Position Statement, p.24. Petitioner's point is well taken. Throughout its Proposal, its written communications (including emails), and oral presentation, Intervenor confused the distinction between the various AECOM and "URS" related entities. During the Hearing, Mr. White testified that the resources of AECOM were available to the Intervenor for purposes of fulfilling the Intervenor's contractual obligations if awarded the Contract. The Hearing Officer suspects that Mr. White's testimony on this point does not reflect the legal reality of the actual corporate structure – URS Energy and Construction, Inc., a distinct and separate entity from any other AECOM-related entity – with whom the Authority has stated its intention to award the Contract. Mr. White's testimony also did not address whether the resources of AECOM will be available to Authority in the event the Intervenor fails to meet its contractual obligations. Based upon the nature of the various AECOM corporate structures as the Hearing Officer has come to understand them, the resources of "AECOM" will likely not be available to the Authority. Instead, the Authority will be left to look solely at the URS E&C entity and its resources, a point the Hearing Officer believes the Authority understands based upon the testimony and evidence received during the Hearing and argument of counsel for the Authority.

The Hearing Officer understands Petitioner's concern that the Intervenor failed to be as candid in its Proposal and its communications with the Authority as it should have been as to the true nature of its corporate structure and relationship with AECOM. With a less sophisticated public owner, the Intervenor's and AECOM's branding effort may lead an owner to believe that AECOM is the contracting entity and all of AECOM's experience and resources are available to that owner to secure the Intervenor's performance. Here, though, the Authority recognized that a specific corporate entity – URS E&C – had submitted the Proposal. The Authority then determined that it would be in the Authority's best interests to award the Contract at issue to URS E&C. Thus, while Intervenor and AECOM certainly appeared to have "conflated" their identity, the Authority saw through the haze purposefully created. Therefore, the Hearing Officer cannot say that the Authority acted arbitrarily or capriciously in reaching its decision to issue a Notice of Intent to Award the Contract to URS E&C. Further, the Hearing Officer finds no competitive advantage the Intervenor enjoyed over Petitioner as a result of the "branding" effort. For these reasons and as more fully set forth below, the Hearing Officer recommends that the **Petitioner's Bid Protest be denied** and the instant matter be dismissed. However, the Hearing Officer also recommends that the Authority give consideration to return of Petitioner's Protest Bond in full given that Petitioner's concerns and questions raised, though not sufficient to overturn the intended award, were reasonable.

V. FINDINGS OF MATERIAL FACTS

Based upon the submissions of the Parties, the Parties' Stipulated Facts, the testimony and evidence presented, and the Parties' respective oral arguments, the following material facts are determined:

1. On or about February 16, 2015, the Authority issued the Request for Proposals ("RFP"), Contract No. 001071, to contract for services for Toll Facilities Operations and Management of the Authority.
2. After release of the RFP, sealed Proposals were due to be submitted to the Authority by March 27, 2015.
3. Six Addenda to the RFP were issued with the last providing for Price Proposals to be submitted by 1:30 pm April 21, 2015.
4. The RFP included directions to prospective proposers for submissions of proposals and identified the scoring criteria upon which a submitted proposal would be evaluated by a committee established for that purpose.
5. The RFP included the following terms and conditions⁵:

1.1 INVITATION

...
For the purpose of this RFP, the term "Proposer" means the prime Proposer acting for itself. ...

1.7 QUALIFICATION FOR SERVICES

1.7.1 GENERAL

The Authority will determine whether the Proposer is qualified to provide the services being contracted based on the Proposer demonstrating in its proposal satisfactory experience and capability in the work area. The Proposer shall include the necessary experienced personnel and facilities to support the activities required by the Contract. (Emphasis added).

1.7.2 QUALIFICATION OF PERSONNEL

⁵ The Hearing Officer considered the RFP in its entirety. The specific provisions identified are not meant to be an exhaustive list. Rather, they represent those provisions the Hearing Officer considered most relevant to this Bid Protest and Recommendation.

Those key individuals who will be directly providing contract services shall have demonstrated specific experience as detailed in the Scope of Services. Individuals whose qualifications are presented shall be committed to the project for its duration.

1.8.2 RESPONSIVENESS OF PROPOSALS

All proposals shall be in writing. **A responsive proposal is one which conforms in all[]material respects to the requirements contained herein.** Proposals may be rejected if found to be irregular or non-responsive by reasons including, but not limited to, failure to use or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper or undated signatures.⁶ (Emphasis added).

Other conditions which may cause rejection of proposals include: evidence of collusion among Proposers; lack of experience or expertise to perform the required work; failure to perform or meet financial obligations on previous contracts; an individual, firm, partnership or corporation is on the United States Comptroller General's List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

1.8.4 WAIVERS

The Authority may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and **the correction or waiver of which is not prejudicial to other Proposers.** Minor irregularities are defined as those that **will not have an adverse effect on the Authority's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.** (Emphasis added).

1.12 SCOPE OF SERVICES MEETING AND SITE VISIT

The Authority will convene a mandatory Scope of Services meeting on March 3, 2015. ... Attendance at the meeting is mandatory in order to propose on the project.

2.0 PROPOSAL SUBMISSION

2.1 GENERAL

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be

⁶ The RFP includes the term "all-material" which the Hearing Officer considers to be the result of scrivener error adding a hyphen where none was needed.

provided. **All proposals and associated forms shall be signed and dated in ink by a duly authorized representative for the Proposer.** (Emphasis added).

2.2 SUBMITTALS REQUIREMENTS

The original and six (6) copies of the Technical Proposal, and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi), shall be submitted in a sealed envelope(s), identified as the Technical Proposal, and bearing on the outside the following:

Proposal For: TOLL FACILITIES OPERATION AND MAINTENANCE
Contract No.: 001071
Submitted To: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Submitted By: **PROPOSER'S NAME**
PROPOSER'S ADDRESS
CITY, STATE, ZIP CODE
PROPOSER'S PHONE NUMBER
PROPOSER'S CONTACT NUMBER AND E-MAIL ADDRESS
DATE SUBMITTED
(Emphasis added).

2.5 PROPOSAL REVIEW PROCESS

An Evaluation Committee, hereinafter referred to as the Committee, will be established by the Authority to review and evaluate each Technical Proposal. The Committee will be comprised of at least four persons with background, experience, and/or professional credentials in the service area.

Each member of the Committee will receive a copy of each Technical Proposal and will base his/her evaluation of each proposal on the same criteria in order to assure that value is uniformly established. The Committee will assign rating factors based upon the evaluation criteria identified therein.

5.0 AWARD OF THE CONTRACT

The Authority intends to award the Contract to the responsible and responsive Proposer whose proposal **is determined to be the most advantageous to the Authority** taking into **consideration** the criteria stated herein.

6. On March 3, 2015, the Authority conducted a pre-proposal meeting at which attendance was mandatory. Petitioner notes that the sign in sheet for this meeting indicates that Mr. Daniel Goff signed in as "AECOM." Petitioner contends that the sign in sheet evidences that the Intervenor did not attend the mandatory meeting.

7. Mr. Goff testified during the Hearing that he was an employee of URS E&C and submitted redacted W-2s as Exhibit I-11. The Petitioner did not dispute this testimony and the Hearing Officer accepts that Mr. Goff is an employee of Intervenor. Thus, the Intervenor did attend the mandatory meeting.
8. Petitioner correctly notes that the sign in sheet does not accurately reflect Mr. Goff's employer or the entity which submitted the Proposal to the Authority. Nevertheless, the sign in sheet alone is not dispositive of whether the Intervenor attended the meeting. Instead, the testimony and evidence that Intervenor did attend through Mr. Goff is undisputed.
9. On March 23, 2015, Petitioner and Intervenor submitted Technical Proposals to the Authority for consideration and scoring.
10. Petitioner correctly notes that the envelope for the Intervenor's Technical Proposal failed to correctly identify the specific corporate entity submitting the Proposal.
11. Petitioner also correctly notes that the cover letter to Intervenor's Technical Proposal does not identify the Intervenor, but instead identifies "AECOM" and is signed by Mr. Brad White as Vice President of Operations and Maintenance without further specifying the specific corporate entity.
12. Petitioner further correctly notes that Intervenor's Technical Proposal focuses on "AECOM" to the near exclusion of the Intervenor. Throughout the Intervenor's Technical Proposal, "AECOM" addresses the scope and breadth of all affiliated AECOM entities without identifying which AECOM entity has what experience, staff, contracts and resources, among other things. In Section B.6 of its Technical Proposal, Intervenor does state, though:

AECOM acquired URS Corporation in October 2014. Since the legal entity for this opportunity is URS Energy & Construction, Inc. an AECOM Company, we are providing the URS Energy and Construction, Inc. audited financial statements for Fiscal Years 2011, 2012 and 2014 in Appendix A-24.

13. In the hands of a less sophisticated public owner, the comingling of the affiliated entities could lead that owner to conclude that it was actually receiving a proposal from the parent company and the entirety of its experiences, staff and resources were available to secure the proposer's performance under the contract. Intervenor's limited

reference to URS E&C could easily be overlooked or misunderstood without legal counsel and advice. However, the Authority was not misled. The Intervenor deftly completed the requisite forms to assure that “the correct legal entity was executing the contract.” See Exhibit I-2. The Authority carefully reviewed the completed forms and made note of the specific corporate entity submitting the Technical Proposal on multiple occasions before issuing the Notice of Intent to Award.

14. Specifically, Intervenor completed Forms D3 and D4 (See Exhibit J-13, Tabs D and E). Further, Intervenor specifically noted under Section B.6 of its Proposal that the Intervenor – URS E&C – and not its parent corporation, AECOM, was submitting the Proposal. See Exhibit J-13, p.B-6.
15. The Evaluation Committee members for this RFP and submitted Proposals were Mr. David Wynne, Mr. Fred Nieves, Mr. Michael Carlisle, and Ms. Iranetta Dennis.
16. Petitioner asserts that Mr. Robert Johnson’s April 3, 2015 Memorandum confirming the appointment of the Evaluation Committee evidences that the Authority thought AECOM submitted the Proposal. See Exhibit J-7. Petitioner further asserts that the Evaluation Committee did not know who they were scoring because Mr. Johnson’s Memorandum was in error.
17. Mr. Johnson, the Authority’s Manager of Procurement, testified that his Memorandum was initially completed based upon the Technical Proposal envelopes received. Mr. Johnson further testified, though, that after he sent the Memorandum to the Evaluation Committee he checked the D3/D4 Forms and confirmed the identity of the specific corporate entity submitting the Intervenor’s Technical Proposal – URS E&C.
18. Mr. Johnson testified that once he discovered the specific corporate entity, he did not tell the Evaluation Committee members of the “change” from AECOM to URS E&C. However, in setting the Oral Presentations date, Mr. Johnson did specifically identify the Intervenor along with Petitioner and did not reference AECOM. See Exhibit I-5. Mr. Johnson’s Notification of Oral Presentations was copied to the Evaluation Committee.
19. Nevertheless, following Mr. Johnson’s testimony a question remained as to what the Evaluation Committee members understood about which entity they were scoring – AECOM or the Intervenor.
20. The Intervenor challenged Petitioner’s standing to bring this Bid Protest alleging as one of its three challenges that Petitioner failed to timely submit its D3/D4 Forms along

with its Price Proposal.⁷ However, based upon the testimony of Mr. Johnson and documentary evidence (e.g., Exhibit I-9), the Authority clearly waived the timing requirement for submission by inviting Petitioner to submit the completed forms beyond the deadline. Further, Intervenor has demonstrated no prejudice by Petitioner's alleged late submission of its Price Proposal. Therefore, the Hearing Officer determined that the Authority had waived any alleged late submission.

21. Petitioner has raised questions about whether the Evaluation Committee members properly completed the Disclosure Form for Evaluation Committee Members ("Disclosure Forms") if the members did not know who the actual entity was that submitted Intervenor's Proposal. See Exhibit J-8.
22. Though Petitioner did not raise clearly in its Protest a formal complaint of conflict of interest or bias, the Hearing Officer took seriously the question of whether the Evaluation Committee members properly and fully completed the Disclosure Forms. Ultimately three of the four Committee members testified during the Hearing. Each confirmed that even though their respective Disclosure Form was completed before they fully reviewed the Proposal,⁸ each had no changes or further disclosures to make to their respective Disclosure Form once the identity of the Intervenor became known.⁹ Thus, to the extent that the timing of completion of the Disclosure Form is at issue, it is a minor irregularity which amounts to nothing relevant to this Bid Protest.
23. Petitioner's primary contention related to the Disclosure Forms was that the Evaluation Committee could not have known to evaluate the Intervenor because the direction the Evaluation Committee received to complete the Disclosure Forms from Mr. Johnson's April 3, 2015 Memorandum (Exhibit J-7) specified AECOM and not the Intervenor. Further, the Disclosure Forms themselves did not specify the corporate entity being evaluated.
24. As addressed more fully below, Mr. Wynne and Mr. Nieves did not focus on the exact corporate entity submitting the Technical Proposal when performing their evaluation. Instead, they considered the specific key people being proposed, among other things.

⁷ Although the Authority's counsel stated that the Authority was adopting Intervenor's position that Petitioner lacked standing, the Authority did little to support that contention.

⁸ Mr. Wynne's testimony was less than clear whether he reviewed the Intervenor's Technical Proposal before he completed the Disclosure Form or after. Nevertheless, he affirmatively testified that he had no changes or further disclosures to make based upon Intervenor being the specific corporate entity submitting the Technical Proposal.

⁹ Evaluation Committee Member Ms. Dennis was unavailable for the Hearing and did not testify. The Authority's counsel advised that Petitioner was offered the opportunity to take Ms. Dennis' deposition given her unavailability for the Hearing and that Petitioner declined. Further, Petitioner has raised no specific allegations as to Ms. Dennis. Therefore, the Hearing Officer concludes that there is no reason to suspect that Ms. Dennis' ultimate testimony on the topic of her completion of the Disclosure Form would be any different than the testimony of her fellow Committee members.

Mr. Carlisle testified that he specifically considered the Intervenor's audited financial statements and was aware that Intervenor's Technical Proposal was specific to URS E&C. In short, while Petitioner's questioning whether the Evaluation Committee understood who was being evaluated was appropriate, the testimony and evidence received demonstrated that the Evaluation Committee was not confused or misled.

25. Mr. David Wynne testified during the Hearing. His pertinent testimony and related exhibits, which were unrefuted, may be summarized as follows:

- a. Mr. Wynne was aware of some corporate structure changes between the managing partner of the current toll services provider, Florida Toll Services, a Joint Venture ("FTS"), and an AECOM entity.
- b. Mr. Wynne testified he looked at Intervenor's D3/D4 Forms, but primarily to note that the forms had been completed.
- c. Mr. Wynne was not certain what the corporate structure changes related to the Intervenor and AECOM entailed. Instead, he left questions as to who the exact corporate entity would be entering the Contract with the Authority to the "Procurement Department" and "Legal."¹⁰
- d. Mr. Wynne evaluated both the Petitioner's and the Intervenor's Proposal based upon the specific key people proposed as well as the overall format, layout and plan set forth in the Technical Proposal.
- e. Mr. Wynne was familiar with the specific key people the Intervenor proposed based upon their work on behalf of FTS.
- f. Mr. Wynne did not credit the Intervenor with any additional abilities based upon AECOM's implied involvement in the pursuit.
- g. Mr. Wynne fairly and objectively evaluated both Technical Proposals and scored them accordingly.
- h. Mr. Wynne fairly and objectively evaluated both Oral Presentations and scored the Presentations accordingly.
- i. The contemporaneous corrections Mr. Wynne made to his Oral Presentation scoring was to correct a scrivener's error he made when recording the scores. His correction was made before he was aware of the other Evaluation Committee members' scores and before he was aware of the Proposers' Price Proposals.
- j. Mr. Wynne did not rely upon any substantive evaluation of Intervenor's audited financial statements. Instead, he relied upon Mr. Carlisle given Mr. Carlisle's accounting and financial background and experience.

¹⁰ Whether a proposal is responsive or a proposer is responsible is not left to the Evaluation Committee to determine. Instead, the Procurement Department for the Authority makes that determination. See Exhibit J-11, Section V. For example, identification of M/WBE participation or "good faith effort" is included in the Price Proposal which the Evaluation Committee members do not see until after their evaluations are completed and recorded.

26. As one of its challenges to Petitioner's standing, Intervenor asserts that Petitioner improperly included and incorrectly claimed credit for Parson Brinkerhoff's (PB) sole ownership of the Alltech, Inc. subsidiary ("Alltech") and Alltech's role in the FTS Joint Venture. While both Technical Proposals may suffer from "sales puffing," Petitioner's Technical Proposal clearly describes the relationship of PB and Alltech on pages 8 and 9 of its Proposal. See Exhibit I-10, p.9. Further, Petitioner clearly identified itself as the prime Proposer. From his testimony, Mr. Wynne understood the distinction between the Petitioner as prime Proposer and a PB entity acting as a subcontractor. Therefore, Intervenor's challenge fails and is rejected.
27. Based upon Mr. Wynne's unrefuted testimony, the Hearing Officer concludes that his scoring of both the firms Technical Proposals and Oral Presentations was reasoned and reasonable. Further, Mr. Wynne scored the Technical Proposals and Oral Presentations based upon an unbiased evaluation of the merits of Petitioner and Intervenor.
28. With respect to Mr. Wynne, Petitioner raised a concern about an email exchange between Mr. Wynne and Mr. Goff during the Proposal phase. Specifically, the email exchange took place on April 19, 2015. See Exhibit P-8.
29. The Hearing Officer heard testimony from Mr. Wynne and Mr. Goff on this subject as well as reviewed additional emails from Mr. Goff to Mr. Wynne. While Petitioner complains of a "cozy" relationship between Intervenor and the Authority, the Hearing Officer considers the email exchange between Mr. Wynne and Mr. Goff to be a matter of professional courtesy and it did not reflect an intent to influence the evaluation; nor was Mr. Wynne influenced in such regard. Therefore, even though Petitioner was entitled to question the motivation behind the email exchange, Petitioner's concern was shown to be unfounded.
30. During the examination of Mr. Wynne, additional emails were introduced to demonstrate that Mr. Wynne and the Authority were aware "of the acquisition of URS by AECOM." See Exhibits P-29, 40 and 41. To the Hearing Officer, the testimony elicited from Mr. Wynne together with the emails submitted do not support the view that Intervenor and its parent AECOM were candid about the exact corporate structure that was now the managing partner of FTS. To the contrary, the testimony and emails go more to Petitioner's point that the "branding" campaign AECOM required of its affiliated entities only "blurred the lines" between separate and distinct corporate entities. For example, in an October 22, 2015, Mr. Wynne was advised "I am pleased to inform you that URS, the managing partner of the Florida Toll Services joint venture, has officially combined with AECOM as of October 20, 2014." See Exhibit P-29. Based upon the evidence submitted, the statement is not accurate. AECOM did not acquire URS E&C. Instead, AECOM acquired the URS E&C's ultimate parent. AECOM did not become a member of the FTS Joint Venture; URS

E&C remained the member. These distinctions can have significant legal consequences which Petitioner highlighted.

31. Again, in the hands of a less sophisticated owner, a misunderstanding could arise regarding the exact corporate entity leading an owner to believe that resources and “backing” it thought was available was actually not because of a corporate veil. Here, though, the Authority was well aware that it issued its Notice of Intent to Award to Intervenor. If the Authority is comfortable with the financial resources and stability of the Intervenor without access to the parent corporation or other related affiliates, the Hearing Officer is not in a position to question that determination.
32. As part of its Protest, Petitioner complained that Intervenor failed to properly complete the Conflict/Nonconflict of Interest Statement (“Conflict of Interest”). Specifically, Petitioner alleges that Intervenor failed to identify litigation in Florida occurring within the last five (5) years. The Hearing Officer examined Mr. Wynne asking whether the Conflict of Interest form was something he considered in evaluating the Technical Proposals. Mr. Wynne testified that beyond noting that the form was completed, he did not consider the information contained therein one way or another. Instead, he left evaluation of the information included to the Authority’s legal department to evaluate.
33. More importantly, as explained further below, the Hearing Officer determined during the Hearing that both Intervenor and Petitioner properly completed their respective Conflict of Interest forms. Therefore, the competing challenges of both Petitioner and Intervenor that the Conflict of Interest forms were not properly completed were rejected during the Hearing.
34. Petitioner also complains that it was improperly scored by the Evaluation Committee, in particular Mr. Wynne. Petitioner goes as far as to suggest that if Mr. Wynne’s scoring was dropped, Petitioner would have been ranked higher than Intervenor after consideration of the Price Proposal. Notwithstanding these complaints, Petitioner developed no facts that Mr. Wynne improperly scored Petitioner. No evidence was presented that Mr. Wynne improperly skewed his scoring. No evidence was presented that Mr. Wynne purposefully ranked Intervenor higher based on bias or some inappropriate relationship. Further, all Parties agreed that it was not the Hearing Officer’s role to substitute his judgment for the reasoned judgment of the Evaluation Committee. Therefore, there is no basis to exclude consideration of Mr. Wynne’s scoring by the Authority and Petitioner’s Demonstrative Exhibit P-20 has no probative value.
35. Mr. Fred Nieves testified during the Hearing. His pertinent testimony and related exhibits, which were unrefuted, may be summarized as follows:

- a. Mr. Nieves was not fully aware of the corporate structure of the Intervenor.
- b. Mr. Nieves did not consider the corporate structure in performing his evaluation.
- c. Mr. Nieves did not credit Intervenor as being a part of AECOM to the detriment of Petitioner.
- d. Instead, Mr. Nieves evaluated the key personnel, the format and plan included in the Technical Proposals.
- e. Mr. Nieves fairly and objectively evaluated both Technical Proposals and scored them accordingly.
- f. Mr. Nieves fairly and objectively evaluated both Oral Presentations and scored them accordingly.

36. Based upon Mr. Nieves' unrefuted testimony, the Hearing Officer concludes that his scoring of both Technical Proposals and Oral Presentations was reasoned and reasonable. Further, Mr. Nieves scored the Technical Proposals and Oral Presentations based upon his unbiased evaluation of the merits of Petitioner and Intervenor.

37. Mr. Michael Carlisle testified during the Hearing. His pertinent testimony and related exhibits, which were unrefuted, may be summarized as follows:

- a. Mr. Carlisle is the Authority's Assistant Finance & Accounting Manager and is familiar with reviewing and evaluating audited financial statements.
- b. Mr. Carlisle reviewed the audited financial statements both Petitioner and Intervenor provided.
- c. While Mr. Carlisle had some questions regarding Intervenor's valuation of certain items in its financial statements, Mr. Carlisle was satisfied after having reviewed the notes contained in the Intervenor's financial statements.¹¹
- d. Mr. Carlisle found nothing in either Intervenor's or Petitioner's financial statements that raised a concern that either one could not perform the Contract.
- e. Mr. Carlisle fairly and objectively evaluated both Technical Proposals and scored them accordingly.
- f. Mr. Carlisle fairly and objectively evaluated the Oral Presentations and scored them accordingly.

38. Based upon Mr. Carlisle's unrefuted testimony, the Hearing Officer concludes that his scoring of both Technical Proposals and Oral Presentations was reasoned and reasonable.

¹¹ Petitioner introduced Exhibit P-27 which are Intervenor's audited financial statements. By agreement of the Parties and concurrence of the Hearing Officer, that exhibit was placed under seal and has been returned to the Authority's General Counsel. Further, any testimony elicited by the Parties and the Hearing Officer of any witness regarding Exhibit P-27 was noted as sealed in the record.

Further, Mr. Carlisle scored the Technical Proposals and Oral Presentations based upon his unbiased evaluation of the merits of Petitioner and Intervenor.

39. Petitioner contends the Intervenor misrepresented in its Technical Proposal the years for which audited financial statements were submitted. Specifically, Petitioner contends that Intervenor failed to submit an audited financial no older than twelve (12) months before the Proposal date. Petitioner contends that Intervenor's audited financial statement from 2013 does not satisfy this requirement of the RFP. In response, both the Authority and Intervenor note that based upon the requirement that the financial statement be audited, the date the audited financial statement was prepared should be considered.
40. The RFP provides: "Proposer shall provide its **most current audited financial statement (not more than 12 months old)** ..." (Emphasis added). Though this requirement is subject to some interpretation, the Authority is entitled to determine whether the Intervenor complied or not. If the Authority believes it has received the requisite financial information from which to evaluate Intervenor's financial stability, the Hearing Officer has no basis to question that determination. The Hearing Officer further notes that if awarded the Contract, Intervenor will be required to submit audited financial statements annually according to the RFP.
41. To Petitioner's assertion that Intervenor purposefully misled the Authority as to the extent of the audited financial statements, the only evidence on this point is that there was a minor, inconsequential misstatement in the Technical Proposal. Mr. Carlisle reviewed the actual financial statements as part of his role on the Evaluation Committee. The financial statements (Exhibit P-27) are plain on their face.¹² Mr. Carlisle could have addressed the purported discrepancy between what Intervenor actually submitted and what Intervenor represented to be submitted in his evaluation and/or during the Oral Presentations.
42. Intervenor called Mr. Brad White and Mr. Daniel Goff in its case-in-chief. The only relevant issue to which Mr. White testified concerned his interpretation of the Conflict of Interest form. The Hearing Officer agreed that the form includes a typographical error and should be read as follows: "The undersigned has had no litigation [on] any projects in the last five (5) years. The Hearing Officer agrees that the Intervenor properly completed the Conflict of Interest form.
43. With respect to Mr. Goff, his relevant testimony concerned confirming his employer and the circumstances under which he emailed Mr. Wynne on April 19, 2015. The Hearing

¹² The Hearing Officer has reviewed Exhibit P-27 and has determined that no specific details of the contents are required for this Recommended Order except to note that it is for the years 2011, 2012 and 2013 (through January 3, 2014).

Officer finds Mr. Goff's testimony credible that the email was sent in the normal course of business under the FTS current contract with the Authority and was not sent to improperly influence or sway Mr. Wynne's evaluation of the Technical Proposals. The Hearing Officer further finds that Mr. Wynne was not influenced in any way by the email exchange with Mr. Goff and that Mr. Wynne's response was a mere expression of courtesy.

44. The balance of the testimony from Mr. White and Mr. Goff was not probative of the issues raised in Petitioner's Bid Protest or Intervenor's challenges to Petitioner's standing.
45. Intervenor's last challenge to Petitioner's standing is that Petitioner failed to satisfy the M/WBE requirement as set for in Section 3.2 of the RFP.¹³
46. During the pendency of the Hearing the Hearing Officer reviewed Petitioner's Price Proposal submission which includes the requisite M/WBE form. The Hearing Officer noted that Petitioner did not include all the requisite documentation to support its listing of Resource Management, Inc. ("RMI").
47. At the hearing on Petitioner's Motion in Limine, the Hearing Officer advised the Parties that he would receive evidence and testimony concerning Petitioner's satisfaction of the M/WBE RFP requirements. At the Hearing, Petitioner provided documentation supporting its contention that RMI was a certified M/WBE by the Florida Department of Management Services.
48. The RFP is specific as to what certifying entities the Authority will consider. However, the RFP also notes that the Authority will consider "good faith" efforts if a specific M/WBE participant is not identified.
49. The Hearing Officer has come to understand through this Hearing and others that the Authority takes seriously the goal of promoting minority and women owned businesses. It is for that reason, among others, that Ms. Dennis is a part of the Evaluation Committee. However, the Hearing Officer notes that the identification of the M/WBE participant comes **after** the Technical Proposals are evaluated and as part of the Price Proposal. Therefore, there is no specific scoring or weight given to this element by the Evaluation Committee. Instead, compliance appears to be a "pass/fail" grade with some flexibility afforded the Authority in that determination.

¹³ Intervenor raised a belated challenge to Petitioner's completion of Conflict of Interest form. While the Hearing Officer allowed Intervenor to pursue this argument briefly, the Hearing Officer concluded that Petitioner satisfied this requirement after a review of the form Petitioner completed. Therefore, Intervenor's challenge on this basis was rejected.

50. The Hearing Officer also noted that the Authority did not substantively challenge Petitioner's standing on this basis or any of the other bases Intervenor raised.
51. Given the Authority's stated willingness to waive irregularities in Intervenor's Proposal, the Hearing Officer believed it important to understand the substantive differences between the certification RMI has and the requirements of the certifying entities in the RFP, including the Florida Department of Transportation's Disadvantaged Business Enterprise designation.
52. Both Petitioner and Intervenor made additional submissions by the close of business on July 27, 2015. The Hearing Officer has considered those additional submissions as well as the requirements of the RFP and considers any deficiencies in Petitioner's submittal to be such that the Authority would waive them, if necessary. This does not mean that the Authority would turn a blind eye to the requirement that Petitioner achieve the goals the Authority established. To contrary, the Authority would work with the Petitioner to achieve those goals if Petitioner's Proposal was "determined to be in the best interest of the Authority." Therefore, the Hearing Officer rejects Intervenor's third and final basis challenging Petitioner's standing to bring this Bid Protest.
53. Notwithstanding Petitioner's standing to bring this Bid Protest and its legitimate questions concerning Intervenor's Proposal and the AECOM "branding" endeavor, the evidence – testimony and exhibits – taken as a whole demonstrates that the Evaluation Committee was not "confused" by Intervenor's lack of clarity. Further, the evidence demonstrates that the Authority's decision to issue a Notice of Intent to Award to Intervenor is not based upon whim or caprice or is somehow arbitrary and uninformed. Lastly, there is no evidence to indicate that Intervenor enjoyed an unfair competitive advantage over Petitioner as a result of Intervenor's lack of clarity.
54. While the Hearing Officer may consider Petitioner's questions and concerns to be well-founded based upon the Intervenor's statements in its Proposal, its emails and in its Oral Presentation, the Hearing Officer does not substitute his judgment for the informed judgment of the Evaluation Committee or the Authority. Simply because the Hearing Officer may reach a different conclusion as to who is the more capable Proposer is not enough to recommend an award different from what the Authority has already stated it intended to do – a point which even Petitioner admits.

VI. CONCLUSIONS OF LAW

A. Standard of Review and Burden of Proof

55. “Consideration of a Bid Protest is a stepped approach. Basic facts are determined based upon a preponderance of the evidence standard. However, once basic facts are determined, questions of ultimate fact or a mixture of law and fact are considered based upon a ‘clearly erroneous’ and ‘arbitrary or capricious’ standard. *See e.g., Emerald Correctional Mgt. v. Bay County Board of County Commissioners, et al.*, 955 So.2d 647 (Fla. 1st DCA 2007); *Knaus Systems, Inc. v. Dept. of Children and Family Services*, DOAH Case No. 99-1230BID (September 1999).” *Bright House Network, LLC v. Orlando-Orange County Expressway Authority et al.*, Case No. BO 2013-02 (Jan. 30, 2014).¹⁴

56. Petitioner cites *Verizon Business Network Services, Inc. v. Depart of Corrections, et al.*, DOAH Case No. 07-2468 (August 2007) to emphasize that the Hearing Officer is to consider the Authority’s actions *de novo*. Petitioner’s Position Statement, p. 4. Petitioner then states: “Faneuil will prove by a preponderance of the evidence that the Authority’s intended award of the contract to URS E&C is contrary to the RFP, clearly erroneous, contrary competition, and, without any doubt, arbitrary.” Petitioner’s Position Statement, p.5.

57. In *Verizon*, the Administrative Law Judge stated:

70. The underlying facts in this case are to be determined using the preponderance of the evidence standard. See § 120.57(1)(1), Fla. Stat.

73. A *de novo* proceeding in procurement cases means a proceeding in which evidence is received, factual disputes are settled, legal conclusions are made, and prior agency action is reviewed for correctness. The Administrative Law Judge **does not sit as a substitute for the Department in determining whether the right party prevailed in the proceeding.** “Instead, the hearing officer sits in a review capacity and must determine whether the bid criteria set ... have been satisfied.” *Intercontinental Properties, Inc. v. State Department of Health and Rehab. Serv.*, 606 So.2d 380, 382 (Fla. 1st DCA 1992). (Emphasis added).

¹⁴ The Central Florida Expressway Authority is a creature of statute, specifically Fla. Stat. § 348.751. The Administrative Procedures Act expressly excludes from the definition of “agency” “an expressway authority pursuant to pursuant to chapter 348[.]” Fla. Stat. § 120.52 (2015). Therefore, the case law and administrative decisions implementing the Administrative Procedures Act are persuasive only. However, the Hearing Officer accepts that the case law and administrative decisions related to Fla. Stat. Chapter 120 are reflective of the correct standard of review and burden of proof to be applied by a hearing officer in Authority.

74. The standard of proof used to make such a determination is "... whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious." § 120.57(3)(f), Fla. Stat.

76. Petitioners, in order to prevail, must identify and prove, by a greater weight of the evidence, a specific instance or instances where the agency's conduct in taking its proposed action was either:

- (a) contrary to the Department's statutes;
- (b) contrary to the Department's rules or policies; or
- (c) contrary to the ITN specifications.

It is not sufficient for Petitioners to prove merely that the agency violated the general standard of conduct. By virtue of the applicable standards of review, **Petitioners must also establish that the Department's misstep was:**

- (a) clearly erroneous;**
- (b) contrary to competition; or**
- (c) arbitrary or capricious.**

(Emphasis added). *Id.* at 54-56.

58. Thus, while the Hearing Officer is to consider the proposed agency action *de novo*, the Hearing Officer still considers the correctness of the Authority's proposed course of action in context of whether it is clearly erroneous, arbitrary or capricious, or contrary to competition. See e.g., *Knaus Systems, Inc. v. Dept. of Children and Family Services*, DOAH Case No. 99-1230BID (September 1999). In *Knaus*, the Administrative Law Judge stated:

50. Section 120.57(3)(f) states that the standard of proof in this case is whether the proposed agency action is clearly erroneous, contrary to competition, arbitrary, or capricious (Clearly Erroneous Standard).

51. Typically, a standard of proof governs the determination of the basic facts that underlie the determination of the ultimate facts, and the determination of the ultimate facts underlie the determination of the legal issues. However, the language of Section 120.57(3)(f) applies the Clearly Erroneous Standard only to the proposed agency action. Requiring a protestor to prove by the Clearly Erroneous Standard the ultimate issue – i.e., that the proposed award is contrary to the statutes, rules, policies, or the RFP – may, with difficulty, be harmonized

with the notion of a *de novo* hearing. ... The law does not contemplate that the finding of basic facts will be governed by the review – like Clearly Erroneous Standard; instead, the law contemplates that the findings of basic facts will be governed by the residual administrative standard of proof, a preponderance of the evidence.

52. There are ultimate questions of fact to which the Clearly Erroneous Standard may be applied. Ultimate questions of fact – express and implied – link the basic facts to the final legal conclusion, which is whether the proposed decision to award is contrary to statute, rule, policy or the RFP. In some bid cases, the question arises whether a deviation in a bid is a material variance or a minor irregularity or whether a bid is responsive. These ultimate questions of fact, and the Clearly Erroneous Standard defers to the policy-influenced determinations. However, the underlying factual determinations, such as how the deviation may or may not yield a financial advantage or the interpretation of the contents of a bid, are governed by the less deferential preponderance standard of proof.

53. The Clearly Erroneous Standard also applies to subordinate questions of law and mixed questions of fact and law, such as interpretations of an agency rule or RFP, and questions of fact requiring the application of technical expertise, such as whether a specific product offered qualitatively complies with the specifications.

Id.

59. During the Hearing, the Hearing Officer asked the Parties to address whether it was the Hearing Officer's role to re-evaluate the Proposals and to substitute his judgment for that of the Authority or the Evaluation Committee. The Parties, including the Petitioner, agreed that it was not.

60. Petitioner acknowledges that it has the burden of proof, but incorrectly asserts that its burden is limited to that of a preponderance of evidence. Petitioner's Position Statement, p. 5. As set forth above, Petitioner proves "basic facts" by a preponderance of the evidence. The Petitioner must prove that the Authority's proposed course of action is "clearly erroneous," "contrary to competition," or "arbitrary and capricious."

61. Petitioner carries a weighty burden to succeed in this Bid Protest because even if the Hearing Officer were to agree that the Authority should have reached a different

determination, Petitioner's Protest fails if the Authority's determination is reasoned and reasonable.

62. Here, Petitioner has not met its initial burden of proving by a preponderance of the evidence that: (1) Intervenor failed to comply with the material terms of the RFP; (2) The Evaluation Committee was misled as to the identity of the Proposers; or (3) The Intervenor received a competitive advantage. By not carrying its initial burden of proof, Petitioner's Bid Protest fails.

B. Petitioner has standing

63. Intervenor alleged that Petitioner lacked standing for the reasons addressed above. While Petitioner has the burden of demonstrating standing (*See e.g., Dep't of Health and Rehabilitative Services v. Alice P.*, 367 So. 2d 1052 (Fla. 1st DCA 1979)), the Hearing Officer is satisfied Petitioner has standing to bring its Bid Protest.

C. Intervenor complied with the material terms of the RFP

64. Petitioner asserted that Intervenor failed to comply with the material terms of the RFP because: (1) it failed to note the correct corporate entity on the envelope in which it delivered the Technical Proposal; (2) it failed to properly identify the specific corporate structure in its Technical Proposal; and (3) it failed to submit an audited financial statement within 12 months of the submission of its Proposal.
65. The Authority, through its RFP and Procurement Rules, is entitled to waive what it believes to be minor irregularities which do not affect its interests or which do not create unfair competition or a competitive advantage in one proposer over another. See also *Knaus, supra*.
66. To evaluate Petitioner's challenges, what constitutes a "minor irregularity" which the Authority may waive must be evaluated based on what the Evaluation Committee and the Authority understood and how they reacted.
67. Having found that the Evaluation Committee and the Authority were not misled; that the Evaluation Committee evaluated the merits of the Proposals without bias or favoritism; and that the Evaluation Committee members' scoring was reasoned and reasonable, Petitioner's demand for exact technical compliance RFP gives way to the Authority's right to waive those minor irregularities.

68. Petitioner also contended that Intervenor failed to properly complete the Conflict of Interest form. However, based upon the facts presented and the Hearing Officer's interpretation of the form's requirements, Petitioner's assertion is incorrect.
69. Petitioner has failed to prove that Intervenor failed to comply with the material terms of the RFP.

D. The Evaluation Committee was not misled as to the identity of the Proposers

70. Petitioner contends that the Evaluation Committee must have been misled because Mr. Johnson's Memorandum appointing them as members referenced AECOM and not the Intervenor. Further, the Evaluation Committee members must have been misled because Intervenor and AECOM engaged in an effort to conflate, commingle and overstate the capabilities, experience, qualifications and resources of URS E&C, "the legal entity for this opportunity."
71. Notwithstanding Petitioner's contention, three of the four members of the Evaluation Committee testified to the contrary. Given their testimony and consideration of the evidence received, the Hearing Officer has no reason to believe that the fourth Evaluation Committee member, Ms. Dennis, who did not testify, was misled. Petitioner certainly produced no evidence that she was beyond the general allegations made as to all Evaluation Committee members.
72. The Hearing Officer is mindful of his role to consider whether the Evaluation Committee (and the Authority) had an accurate understanding of the facts before them. Satisfied that the Evaluation Committee did, it is not the Hearing Officer's role to challenge the Evaluation Committee evaluated and scored the Proposers based upon those facts.
73. Petitioner contends that Intervenor was evaluated too high and it was evaluated too low. Thus, Petitioner challenges the scoring done and essentially asks the Hearing Officer to re-score the Proposals. But, as Petitioner admitted during its closing arguments at the Hearing, the Hearing Officer cannot provide such relief. Therefore, the scoring of the Evaluation Committee stands.¹⁵
74. Petitioner attempts to lend credence to its complaints by pointing to the price differential between the two Proposals. "The \$7 million price difference between [Intervenor's] and

¹⁵ The Hearing Officer does not doubt that Petitioner was qualified to perform the Contract if the Authority had determined that it was in its interests to award the Contract to Petitioner. The Hearing Officer discounts completely Intervenor's testimony and allegations to the contrary. However, it is still the Authority who determines which Proposer and Proposal better serves its needs.

[Petitioner's] Proposals for the same work warrants heightened scrutiny of the intended Contract award..." Petitioner's Position Statement, p.5.

75. Petitioner cites *Overstreet Paving Co. v. Dept. of Trans.*, 608 So.2d 851 (Fla. 2d DCA 1992), but that case does not support Petitioner's contention in this context.
76. Both the RFP and the Authority's Procurement Rules (Exhibit J-11) provide for an "A+B" type evaluation where price is only one consideration. The Authority decided that for its competitive selections, where price is even a factor to be considered, price is no more than 40% of the overall consideration. Exhibit J-11, Section V.B.10. Thus, it is inherent in this RFP that a scenario such as this one could occur. A proposer with a higher price is determined to be in the Authority's better interests.
77. Even if there was some merit to Petitioner's contention that the weighting of the Price Proposal was too low as stated in the RFP, Petitioner waived that argument by failing to file a protest with respect to the terms of the RFP itself. See Rule 3-1.001.1.
78. Petitioner has failed to prove that the Evaluation Committee members were misled by Intervenor or Intervenor's Proposal.

E. The Intervenor did not receive a competitive advantage

79. Petitioner contends that Intervenor received an unfair competitive advantage because: (1) the Evaluation Committee scored AECOM and not URS E&C; and, (2) the Intervenor enjoyed a "cozy" relationship with at least one of the Evaluation Committee members.
80. Having already found that the Evaluation Committee members were not misled and did not favor on Proposer over the other, the Petitioner's first contention fails.
81. Petitioner attempted to make much of the April 19, 2015 email exchange between Mr. Goff and Mr. Wynne to support its contention that a "cozy" relationship existed further implying that Mr. Wynne showed favoritism or bias in his scoring. However, the facts do not bear out Petitioner's contention. The Hearing Officer finds the testimony of Mr. Wynne and Mr. Goff to be credible as it relates to the email exchange. The Hearing Officer further finds Mr. Wynne's testimony credible that he fairly and objectively evaluated the Technical Proposals and Oral Presentations and his scores do not reflect any favoritism or bias.
82. In its Position Statement, Petitioner cites two cases (*Wester* and *Logisticare*) in an effort to support its contention that the referenced email exchange was so improper as to require

rejection of Intervenor's Proposal.¹⁶ However, *Wester* is merely a recitation of existing law that competitive selection contracts are to be awarded based on merit, not favoritism. See *Wester v. Belote*, 138 So. 721, 724 (Fla. 1931).

83. With respect to *Logisticare*, the facts are inapposite to the facts in this matter. *Trans. Mgt. Serv. of Broward v. Logisticare Solutions, LLC, et al.*, 2005 WL 1210021, DOAH Case No. 05-0920BID (May 2005). There, one of the evaluation committee members had a direct, on-going business relationship with the winning proposer's subcontractor.

80. The on-going business, personal, and professional relationship between Siedlecki (as evaluator) and Caputo (owner of AAA) **clearly presents** the appearance of a conflict of interest ... (Emphasis added).

81. As a result of Siedlecki's extensive and on-going relationship with Caputo and AAA, there was, at a minimum, the appearance of conflict of interest ...

82. In addition, the evaluations conducted by Siedlecki were both arbitrary and capricious. First, he **failed to even read the entire RFP** or to properly apply the definition of "Proposer" contained in the RFP as it applied to Petitioner. (Emphasis added).

On these facts, the Hearing Officer is not surprised that Administrative Law Judge in *Logisticare* recommended that award to the Intervenor be rejected. Here, the facts do not begin to approach the conduct described *Logisticare*.

84. The undisputed testimony from the three Evaluation Committee members who testified is that their interaction with any of the key personnel identified in Intervenor's Proposal was limited to FTS' performance of the existing contract with the Authority. Further, there was no independent business or personal relationship between the members and the key personnel.¹⁷

¹⁶ Petitioner also contends that Evaluation Committee members improperly relied on "outside" influences because certain key personnel from Intervenor's Technical Proposal provide services to the Authority through FTS. Petitioner's Position Statement, p. 14. However, Petitioner developed no facts to support its contention that any of the Evaluation Committee members were improperly influenced or scored the Proposers based on criteria beyond the terms of the RFP. In fact, the Evaluation Committee members testified to the contrary and that testimony stands unrefuted.

¹⁷ Again, Ms. Dennis did not testify for reasons explained above. But the Hearing Officer has no doubt that her testimony would be the same as her fellow Evaluation Committee members in this regard. Indeed, Petitioner made no allegations and presented no evidence to contrary.

85. As explained under the Summary of Recommendation section, the Hearing Officer understands the concerns Petitioner raised given the nature of the Technical Proposal Intervenor submitted, the exchange of emails introduced into evidence, and the Oral Presentation Intervenor made. However, because the Authority showed no bias or favoritism to either Proposer, neither received any.

86. Petitioner has failed to prove that Intervenor received a competitive advantage over Petitioner.

VII. RECOMMENDATION

Based upon the foregoing Findings of Material Fact and Conclusions of Law, it is:

RECOMMENDED that Petitioner's Protest be **DENIED** and the instant matter be dismissed.

Further, RECOMMENDED that the Authority give consideration to return of Petitioner's Protest Bond in full given that Petitioner's concerns and questions raised, though not sufficient to overturn the intended award, were reasonable.

DONE AND ENTERED August 3, 2015, in Orange County, Florida.



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EXHIBIT "E"

Item #7: The 408 Eastern Extension PD&E study

A lot of the folks in East Orange County disagree on how to solve the traffic problems in our area but there are some things we all agree on:

- We need more east - west lanes by
 - Expanding Hwy 50
 - Extending the 408
- Leaving the rural areas as rural as possible
- Not disrupting the Econ Basin

Option 1 would meet with extreme resistance as it runs out Lake Pickett Road and Fort Christmas road. People are already upset that the county is talking about widening Lake Pickett to 4 lanes. Can you imagine the outcry if the 408 went through there?

Option 3A would meet with resistance also as it runs right along the Econ which is sort of the sacred cow.

The presentation reads, "Corridor 3B (along SR 50) meets the transportation need west of SR 520, providing the greatest relief of traffic congestion along SR 50."

I think this is also the best choice when it comes to the least effect on the environment and the one most likely to be accepted by the residents of East Orange County.

According to the project schedule the study will be completed late next year. I certainly hope this will be approved. East Orange County is growing. The Lake Pickett text amendment was just transmitted along with the Lake Pickett South property and if all goes well will be adopted late this year. This will bring 2256 more homes just north of Hwy 50 as well as commercial along Hwy 50. Lake Pickett North was denied but I am sure the applicants will be back in the next cycle and we will see 1500 homes on that property.

Back in the 90s I used to work downtown and take the 408. I used to wonder who the crazy people were who built this road to nowhere as I was the only car on the road past 436. Now look at it. What would we do without the 408?

I believe there is a need for the 408 extension right now and cars would pack it bringing relief to Hwy 50. We have to think long term, past the 2030 time frame. Widening Hwy 50 will get us to 2030 but not past. All of our county roads as well as Hwy 50 are destined for failure by 2030 and we need the 408 extension to get us long past 2030.

Thank you.



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If you think traffic needs to be fixed
in East Orange County

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HISTORY

- Concept Development and Evaluation Study Report completed in 2008
- Corridor 3B (along SR 50) meets the transportation need west of SR 520, providing the greatest relief of traffic congestion along SR 50

