# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO:

Authority Board Members

FROM:

Claude Miller

Director of Procurement

DATE:

August 25, 2014

RE:

Supplemental Agreement No. 3 for DRMP, Inc.

Design Consultant Services for S. R. 429 (Wekiva Parkway) Lake County Line to S.R. 46 (East of Round Lake Road)

Project No. 429-206, Contract No. 000860

Board approval is requested for Supplemental Agreement No. 3 with DRMP, Inc., in the not-to-exceed amount of \$399,467.38 for the following services:

- 1. Addition of barrier walls on both sides of the median.
- 2. Revisions to ponds due to need for access road to property remainders.
- 3. Revisions to wall types due to change in drainage conveyance.
- 4. Complex design for skewered girder diaphragm at the county line bridge.
- 5. Design for additional ITS system components.

This Supplemental Agreement will be a continuation of an agreement previously approved by the Authority for this project.

Original Contract Amount	\$ 2,900,000.00
Amount of Previous Adjustments	\$ 1,060,000.00
Amount of This Adjustment	\$ 399,467.38
Total Revised Contract Amount	\$ 4,359,467.38

## SUPPLEMENTAL AGREEMENT NO. 3

TO

## AGREEMENT FOR PROFESSIONAL SERVICES

## FINAL DESIGN

# S.R. 429 (WEKIVA PARKWAY) From Lake County Line to S.R. 46 (East of Round Lake Road)

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 7<sup>th</sup> day of December 2012, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to

be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

## NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Wekiva Parkway Corridor Consultant's August 24, 2015 letter to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$391,830.97 to \$3,270,219.60.
  - b. The Design Survey (Prime) cost remains unchanged at \$249,544.11.
  - c. The Direct Expenses (Lump Sum) remains unchanged at \$31,213.56.
  - d. The Subcontract Items are adjusted upward by \$7,636.41 to \$803,265.55.

•WBQ \$7,636.41

e. The Allowance remains unchanged at \$5,224.56.

The total Maximum Limiting is adjusted upward by \$399,467.38 to \$4,359,467.38.

3. All provisions of said Agreement for Professional
Services, 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 said Consultant
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 quadruplicate, the day and year first above written.

	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Attest:Assistant Secretary	By:
Attest:Title:	DRMP, INC.  By:  Title:
Approved as to form and execu	tion, only.
General Counsel for the AUTHO	RITY

Z:\429-206\Supplemental Agreements\DRMP-429-206 -SA3.docx



CH2M [Orlando]
225 E Robinson Street
Suite 505
Orlando, FL. 32801-4321
O +1 407-650-2129
www.ch2m.com

Mr. Glenn Pressimone Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

August 24, 2015

RE:

Wekiva Parkway

Contract No. 000860; Project 429-206

Supplemental Agreement No. 3

Dear Mr. Pressimone,

The consultant (DRMP) has requested an amendment to the above referenced contract. This amendment has been under discussion and anticipated since April 2015 as documented in meeting minutes and has now become required to complete the plans package.

After negotiating with DRMP regarding this amendment, the final fee for supplemental agreement number 3 is \$399,467.38. The proposed scope of work includes additional analysis for the bridge at the Orange/Lake county line, the addition of arterial DMS signs and miscellaneous roadway and drainage analysis and plan updates.

We have reviewed the attached final proposal from DRMP and have determined the proposal is reasonable and within the range included in the original contract and supplemental agreements for this project. If you should have any questions or need additional information please do not hesitate to contact me at 407-650-2129 or scott.bear@ch2m.com.

Regards, CH2M

Scott Bear Project Manager

Cc: File (w/ attach)



# WEKIVA PARKWAY (SR 429) PROJECT № 429-206 WEKIVA SEGMENT 2C

# Scope of Services Summary - Supplemental No. 3

## **Project Description:**

Supplemental Agreement No. 3 is based on additions to the existing Scope of Services at the direction of Central Florida Expressway Authority. The changes include the addition of barrier walls to both sides of the median for 1.7 miles of expressway. The barrier walls will allow for median landscaping for the length of the project from the County line on the southern end of the project north to just south of the CSX railroad or approximately 1.7 miles. This supplemental also includes additional work associated with the County Line Bridge, a DMS box truss, additional ADMS and CCTV requirements.

#### Task 4.0, 5.0 and 6.0

Roadway - Revise the plans and cross sections for 1.7 miles

- Update of the earthwork quantities
- Add detail for typical section
- Modify plans and cross sections for revised retaining walls, Coronado to FCRR
- Coordinate R/W revisions along CR 46 and loop ramps (Would this need to be in Tab 3 or 4)
- Accommodate Toll Gantry (Designed by others)

Drainage for median barrier wall additions and modifications for tiered walls from Coronado to railroad

- Spread analysis for structure locations
- Add 32 drainage structures piping to plan sheets
- Develop drainage structure sections
- Revise Storm tabulations
- Revise Hydrology and ICPR model for 2 basins
- Revise Summary of Drainage Structures
- Update Drainage Maps
- Update Drainage Design Documentation
- Update cost estimate

Drainage revision to Pond 2W and 2E due to access road west side of alignment.

## Task 9.0, 13.0, 17.0 and 18.0

Structures – The modification of the wall types was required due to the change of the drainage and to meet the drainage design requirements of not having conveyance within the MSE wall backfill.

The tiered wall system will consist of CIP cantilever walls matching the aesthetics of the corridor. The geometry for the walls was included in a previous supplemental. The additional design and detailing of the B1 bridge over County Line has been added to include the post-tensioned diaphragm at the end of the skewed beams. SA #2 included the longitudinal design for the bridge and associated details. This supplemental includes the transverse (diaphragm) design, the associated sheets for the diaphragm and additional sheets that were required to show the interaction between the skewed girder and the diaphragm. An independent Peer Review was also included. A DMS Box truss has been included which requires design using STAAD since the conventional FDOT program will not design a truss with a DMS on either side, also includes the design of cantilever structures with ADMS and CCTV poles.

#### Task 33.0 and 34.0

ITS – Includes the design and plans for AMDS and CCTV poles.

#### **ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: Wekiya - 429-206 SA #3

County: Lake FPN: 429-206

Consultant Name: DRMP, Inc. Consultant No.: Date: 8/24/2015

FAP No. 1/0/1900 Estimator: Hours Fro SH Salary Average Staff Classi-Project Senior Staff Classi-Staff Classi-Staff Classi-Staff Classi-Staff Classi-Staff Classification Chief Enginee Clerical Designer Engineer "SH fication 12 Engineer Manager Ву Cost By Rate Per Summan \$84.81 \$59.34 \$49.16 \$32.43 \$35.15 \$21.09 \$0.00 50.00 \$0.00 \$0.00 50.00 \$0.00 Activity Activity Task Firm\* #DIV/0! 3. Project General and Project Common Tasks \$0 0 0 n D 0 4. Roadway Analysis \$42.33 65 196 \$8,296 196 10 31 31 49 10 0 a n O 0 0 5. Roadway Plans \$42.39 261 13 42 42 65 86 13 n 0 n Ω 0 261 \$11.065 6. Drainage Analysis 165 \$6.938 \$42.05 165 26 26 41 54 10 0 0 0 0 0 0 #01//01 7. Utilities 0 0 0 O 0 0 0 0 0 0 #DIV/NI 8. Environmental Permits, Compliance & Clearances 0 0 n 0 0 0 ۵ ٥ 0 0 n 294 \$12,476 \$42,44 9. Structures - Misc. Tasks, Dwgs, Non-Tech. 294 15 47 47 74 97 14 0 0 0 0 #DIV/0I 10. Structures - Bridge Development Report 0 0 0 0 0 0 0 0 n 50 11. Structures - Temporary Bridge 0 0 0 0 0 0 \$n #DIV/01 12. Structures - Short Span Concrete Bridge 0 0 0 #DIV/01 1,286 \$54,475 \$42.36 13. Structures - Medium Span Concrete Bridge 1.286 206 208 322 424 64 0 0 O 14. Structures - Structural Steel Bridge #DIV/0! 0 0 0 0 0 0 0 0 0 15. Structures - Segmental Concrete Bridge n ٥ ٥ a \$0 #DIV/0! 0 0 0 O n 0 0 n Λ #DIV/0! n n 16. Structures - Movable Span 0 0 0 0 0 0 0 0 0 0 0 0 \$42.36 400 17. Structures - Retaining Walls 400 20 64 64 100 132 20 0 0 0 0 0 \$16 945 160 \$42.55 18. Structures - Miscellaneous 160 26 26 40 53 7 0 0 0 0 0 0 \$6,807 19. Signing & Pavement Marking Analysis 0 0 0 0 0 \$0 #DIV/0! 20, Signing & Pavement Marking Plans 0 0 0 0 **S**0 #DIV/0! ٥ 21. Signalization Analysis 0 \$0 #DIV/0! 0 0 0 0 0 0 0 #DIV/0! \$0 22. Signalization Plans 0 0 0 a 0 0 0 n Ω 0 \$0 #DIV/0! 23. Lighting Analysis n n n n n n 0 Ω ۵ ٥ 0 0 24. Lighting Plans n **S**0 #DIV/0! 0 0 n n n 0 n n 0 0 n \$0 #DIV/0! 25. Landscape Architecture Analysis 0 0 0 0 0 0 n 0 ٥ 0 0 0 n #DIV/0! 26. Landscape Architecture Plans 0 0 0 ٥ 0 0 0 ٥ 0 \$0 \$0 #DIV/01 27. Survey (Field & Office Support) 0 0 0 O 0 Ω 0 0 0 0 0 #DIV/01 28. Photogrammetry 0 0 0 0 0 0 ٥ 0 0 \$0 29. Mapping 0 0 0 0 0 0 **S**0 #DIV/01 30. Terrestrial Mobile LiDAR 0 0 0 \$0 #DIV/01 ٥ \$0 #DIV/0! 0 31. Architecture Development ٥ 0 ٥ 0 0 ٥ #DIV/0! 0 32. Noise Barriers Impact Design Assessment Ω 0 0 n 0 0 0 0 0 0 83 27 n n 83 \$3,485 \$41,99 33. Intelligent Transportation Systems Analysis 13 13 21 5 Ω Λ Λ 113 \$4 797 \$42.45 34. Intelligent Transportation Systems Plans 113 18 18 28 37 n n 0 0 0 #DIV/0! 35. Geotechnical ٥ SO **Total Staff Hours** 2,958 473 473 740 975 149 0 0 0 0 0 2,958 148

> Survey Field Days by Subconsultant 4 - Person Crew:

\$3,142.41

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$34,271.25

Notes:

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

\$28,067.82

\$12,551.88

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

\$23,252.68

\$23,998.20

\$125,284.24 SALARY RELATED COSTS: OVERHEAD: 181.75% OPERATING MARGIN: 0% Pmfi 11.00% 312.75% \$391,830.97 Muttiplier 4-man crew \$0.00 Survey (Field - if by Prime) days @ SUBTOTAL ESTIMATED FEE: \$391,830.97 Subconsultant: WBQ \$7.636.41 Subconsultant: Sub 2 \$0.00 \$0.00 Subconsultant: Sub 3 \$0.00 Subconsultant: Sub 4 \$0.00 Subconsultant: Sub 5 \$0.00 Subconsultant: Sub-6 \$399,467.38 SUBTOTAL ESTIMATED FEE: \$0.00 Geotechnical Field and Lab Testing \$399,467,38 SUBTOTAL ESTIMATED FEE: \$0.00 Optional Services GRAND TOTAL ESTIMATED FEE: \$399,467.38

\$0.00

Total Staff Cost

\$42.35

\$125,284,24

Check = \$125,284,24

						429-206
Task No.	Task	Units	No of Units	Hours <i>l</i> Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal Nertical Master Design Files	LS	1	16	16	revisions to base files for median change (dsgnrd, dspfrd, drprrd)
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	40	40	revisions for 1.7 miles of median
4.8	Traffic Control Analysis	LS	1	0	0	
4.9	Master TCP Design Files	LS	1	0	0	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	12	12	update , earthwork quantities
4.13	Cost Estimate	LS	1	1	1	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	104	104	Analysis for Right of Way of Loop Ramp (24), Update plans for toll gantry (80)
	Roadway Ana	lysis Te	echnical :	Subtotal	173	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	9	
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	9	
100	Roadway Analysi	s Nonte	chnical :	Subtotal	18	

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4. Roadway Analysis Page 2 of 1 8/24/2015 2:15 PM

Task No.	Task				Total Hours	I AMMONTS
4.21	Coordination	LS	%	3%	5	
	4.	Roadw	av Analy	sis Total	196	

Technical Meetings				- Burgara
Typical Section	EA	0	0	0
Pavement	EA	0	0	0
Access Management	EA	0	0	0
15% Line and Grade	EA	0	0	0
Driveways	EA	0	0	0
Local Governments (cities, counties,				
MPO)	EΑ	0	0	0
Work Zone Traffic Control	EA	0	0	0
30/60/90/100% Comment Review Meeting	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				O
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

							* *************************************	429-200
Task No.	Task	Scale	Units	No. of Units	Hours <i>l</i> Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	0	1	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map (Including Interchanges)	İ	Sheet	2	4	2	8	revise drainage maps to reflect change in design
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	3	1	0	3	
5.4.2	Typical Section Details		EA	6	2	0	12	shoulder transition details
5.5	General Notes/Pay Item Notes		Sheet	0	0	0	0	
5.6	Summary of Quantities		Sheet	0	2	0	0	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	2	16	2	32	Revise sheets (2)
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	10	2	0	20	revise profile sheets, add drainage structures, and text
5.14	Plan Sheet		Sheet	10	3	0	30	revise plan sheets, add drainage tiered walls
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	1	4	0	4	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.19	Intersection Layout Details		Sheet	0	0	0	0	
5.20	Special Details		EA	0	0	0	0	
5.21 SA_	Drainage Structure Sheet (Per Structure)		EA	32	3	5	96	See analysis

Task No.	Task	Scale	Units	No. of Units	Hours/	No. of	Total	Comments
5.22	Miscellaneous Drainage Detail Sheets	l .	Sheet	onus:	Unit 0	Sheets 0	Hours 0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0	<del> </del>		
5.25	Retention/Detention Ponds Detail Sheet		Sheet	3	3	3	9	Previous revision for pond 2E for access road (1 @ 7 hours). Update stages on 2 pond details for median change (3@1 hour)
5.26	Retention Pond Cross Sections		EA	0	0	0	0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	90	0.25	0	23	revise 90 sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	0	0	0	0	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
	Ē	Roadway	y Plans T	echnical	Subtotal	12	237	
5.40	Quality Assurance/Quality Control		LS	%	5%		12	
5.41	Supervision		LS	%	5%		12	
			5. Roa	dway Pla	ıns Total	12	261	

						VVeriva - 429-206 SA #3 429-206
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	4	8	32	Revise hydrology (GIS based Green-Ampt input), update treatment volume and rerun ICPR model for impervious median. Impacts pond 1,2E and 2W. I additional unit for previous revision to Pond 2E for 60' access road.
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	32	3	96	Median change to barrier wall. Changes from shoulder gutter to barrier wall north of Coronado to accommodate wall revisions. Revise storm tabs and spreas analysis.
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	6	6	Update tables/storm tabs/spread analysis in document
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	4	4	
6.15	Cost Estimate	LS	1	2	2	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	
	Dr.	ainage Analysis Te	chnical	Subtotal	140	

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Task No.	Task	Units	No of Units	Hours/ Unit		Comments
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	6	6	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	7	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	7	
	Drain	age Analysis Nonte	chnical	Subtotal	20	The Control of the Co
6.23	Coordination	LS	%	3%	5	
		6. Draina	ge Analy:	sis Total	165	Land Company of the C

Technical Meetings					
Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	0	0	0	
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	3	2	6	Schedule change
Subtotal Technical Meetings				6	
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				6	
				Carries to	6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

											429-206
Task			Desigi	n and Pro	duction Staff	hours	132		App. 144		
No.	Task	Units	No. of Units	Hours per Unit	No. of Sheets	Total			Comments		
	General Drawings		Units	per omi	5				E STEPHEN		
9.1	Key Sheet and Index of Drawings	Sheet	0	0	0	0					
9.2	Project Layout	Sheet	0	0	0	0					
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0					
9.4	Miscellaneous Common Details	Sheet	0	0	0	0					
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0					
9.6	Existing Bridge Plans	LS	0	0		0					
9.7	Assemble Plan Summary Boxes and Quantities	LS	0	0		0					
9.8	Cost Estimate	LS	0	0		0					
9.9	Technical Special Provisions	LS	0	0		0					
Stru	ctures - Summary and Miscellaneous and Drawings S				0	0					
Task	H.	ubtotai									
No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	SR 453 over County Line	1286				1286					
10-16	SR 453 over Coronado Somerset	0									
10-16	SR 46 Connector Road over FCRR	0					0				
10-16	SR 453 over FCRR & SR 46	0					0				
17	Retaining Walls	400	Access of the second					and the second		400	
18	Miscellaneous Structures	160			1						160
	Structures Technical Subtotals	1846	0	-0	0.	1286	0	0	0	400	160
Task No.	Task	Units	No. of Units	Hours per Unit	Total			Col	nments		

9 10	Field Reviews	LS	1	0	0	
			<b>.</b>			
9.11	Technical Meetings	LS	1	0	0	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	5%	92	
9.13	Independent Peer Review	LS	1	60	48	Coordination meetings and comment responses
9.14	Supervision	LS	%	5%	92	
,	Structures Nontechnical S	ubtotal		19	232	
9.15	Coordination	LS	%	3%	62	
,	9. Structures - Summary and Miscell Tasks and Drawings Nontechni Coordinatio	cal and	100		294	

Technical Meetings				
BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings			and the state of t	0
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Estimator: TJL, DRMP SR 453 over County Line

SR 453	over County Line						423-200
Task No.	Task	Units	No, of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans		10				
13.1	Overall Bridge Final Geometry	LS	1	0		0	
13.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
13.3	General Plan and Elevation	Sheet	0	0	0	0	
13.4	Construction Staging	Sheet	0	0	0	0	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
13.6	Miscellaneous Details	Sheet	0	0	0	0	
	End Bent Design and Plans						
13.7	End Bent Geometry	EA End Bent	0	0		0	
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	
13.9	End Bent Structural Design	EA Design	0	0		0	
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	
13.11	End Bent Details	Sheet	0	0	0	0	
	Intermediate Bent Design and Plans	5					
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	

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Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.20	Pier Plan and Elevation	Sheet	0	0	o O	0	
13.21	Pier Details	Sheet	0	0	0	0	
	Miscellaneous Substructure Design	and Plans					
13.22	Foundation Layout	Sheet	0	0	0	0	
	Superstructure Deck Design and Pl	ans					
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	0		0	
13.24	Finish Grade Elevations	Sheet	0	0	0	0	
13.25	Bridge Deck Design	EA Section	0	0		0	
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	0	0		0	
13.27	Diaphragm Design	EA Section	0	0		0	See 13.32-13.48 below under Diaphragm Design
13.28	Superstructure Plan	Sheet	0	0	0	0	
13.29	Superstructure Section	Sheet	2	24	2	48	4 sheets total, previously had 2 SB and NB separate due to breakover cross slope
13.30	Miscellaneous Superstructure Details	Sheet	0	0	0	0	
	Reinforcing Bar Lists						
13.31	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
	Continuous Concrete Girder Design	ı (Longitudi	nal Desi	gn)			
13.32	Section Properties	LS	1	0		0	N/A previously included
13.33	Material Properties	LS	1	0		0	N/A previously included
13.34	Construction Sequence	EA Unit	0	0		0	N/A previously included
13.35	Tendon Layouts	EA Unit	0	0		0	N/A previously included
	Live Load Analysis _ <del>Wekiva-206.xls</del>	EA Unit	0	0		0	N/A previously included

Task No.	Task	Units	No. of Units	Hours <i>l</i> Unit	No. of Sheets	Total Hours	Comments
13.37	Temperature Gradient	EA Unit	0	0			N/A previously included
13.38	Time Dependent Analysis	EA Unit	0	0		0	N/A previously included
13.39	Stress Summary	EA Unit	0	0		0	N/A previously included
13.40	Ultimate Moments	EA Unit	0	0		0	N/A previously included
13.41	Ultimate Shear	EA Unit	0	0		0	N/A previously included
13.42	Construction Loading	EA Unit	0	0		0	N/A previously included
13.43	Framing Plan	Sheet	0	0	0	0	N/A previously included
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	5	24	5	120	7 sheets total, previously had 2 1 elevation (B1-36) 3 sections (B1-37 thru B1-39) PT Layout (B1-40) PT Data Table (B1-41) U-girder details (B1-42)
13.45	Girder Details	Sheet	7	30	7	210	11 sheets total, previously had 4 Shear key details (B1-43) 4 reinforcing details (Elevation + Plan) (B1-44 thru B1-47) 5 reinforcing sections (B1-48 thru B1-52) Closure Pour Details (B1-53)
13.46	Erection Sequence	Sheet	0	0	0	0	N/A previously included
13.47	Splice Details	Sheet	0	0	0	0	
13.48	Girder Deflections and Camber	Sheet	5	16	5	80	7 sheets total, previously had 2 (B1-20 thru B1-26)
	Continuous Concrete Girder Desigr	ı (Diaphragi	n Desigi	n)			
13.32	Section Properties	LS	1	12		12	
13.33	Material Properties	LS	1	12		12	
13.34	Construction Sequence	EA Unit	0	0		0	N/A

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.35	Tendon Layouts	EA Unit	1	36		36	Tangent & curved tendons avoiding longitudinal tendons
13.36	Live Load Analysis	EA Unit	1	24		24	
13.37	Temperature Gradient	EA Unit	0	0		0	N/A
13.38	Time Dependent Analysis	EA Unit	1	120		120	Full FEM with beam/deck/diaphragm/PT
13.39	Stress Summary	EA Unit	1	24		24	
13.40	Ultimate Moments	EA Unit	1	32		32	
13.41	Ultimate Shear	EA Unit	1	32		32	
13.42	Construction Loading	EA Unit	0	0		0	Covered in Longitudinal model
13.43	Framing Plan	Sheet	0	0	0	0	N/A
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	8	24	8	192	1 General Overall Layout (B1-54) 1 End Diaphragm Elevation (B1-55) 1 PT Layout & Stressing Data (B1-56) 5 Plan Views (B1-57 thru B1-61)
13.45	Girder Details	Sheet	13	24	13	312	2 Reinforcing Sections (B1-62, B1-63) 5 back face reinforcing details (B1-64 thru B1-68) 5 front face reinforcing details (B1-69 thru B1-73) 1 Diaphragm embedded bars detail (B1-74)
13.46	Erection Sequence	Sheet	2	16	2	32	4 sheets total, previously had 1 3 Construction Sequence (B1-75 thru B1-77) 1 Erection Details (B1-78)
13.47	Splice Details	Sheet	0	0	0	0	N/A
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	N/A
	Simple Span Concrete Design						
13.49	Prestressed Beam	EA Design	0	0		0	
13.50	Prestressed Beam Schedules	Sheet	0	0	0	0	
13.51	Framing Plan	Sheet	0	0	0	0	
	Beam Stability						
13.52	Beam/girder stability	EA Unit	0	0		0	
	Bearing	in the second					

SA\_3\_Wekiva-206.xls

Task No.	Task	Units	No. of Units	Hours <i>l</i> Unit	No. of Sheets	Total Hours	Comments
13.53	Bearing pad and bearing plate design	Type/ Span	0	0		0	
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
	Load Rating				1		
13.55	Load Ratings	Per Beam	0	0		0	
	13. Structures - Medium	Span Conc	rete Brid	lge Total	42	1286	

## Estimator:

							429-206
Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	0	0	0	0	Previously included as part of MSE Walls
17.2	Horizontal Wall Geometry	Per Wall	0	0		0	Previously included as part of MSE Walls
	Permanent Proprietary Walls					30	
17.3	Vertical Wall Geometry	Per Wall	0	0		0	
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.6	Details	Sheet	0	0	0	0	
	Temporary Proprietary Walls			1.0			
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						
17.11	Design	EA Design	4	45		180	12 hours for the first design; each long section of wall has 10 design sections at 4 hours each; 12 hours + (4 walls x 4 hours x 10 sections) + (4 hours x 2 sections) = 180 hours (RW-5: 18, RW-6: 21, RW-7: 14, RW-8: 17, RW-9: 1, RW-10: 11)
17.12	Vertical Wall Geometry	EA Wall	0	0		0	Previously included as part of MSE Walls
17.13	General Notes	Sheet	1	4	1	4	Use of standards
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	Previously included as part of MSE Walls
17.15	Sections and Details	Sheet	3	24	3	72	Sections with drainage, fencing and aesthetics; grading details at interface with MSE walls
17.16	Reinforcing Bar List	Sheet	16	4	16	64	4 walls, totaling 3500' in length with varying grade

Task No.	Task				No. of Sheets		
	Other Retaining Walls and Bulkheads				2.2		
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	20	4	20	80	Incorporate project Aesthetic details
	17. Structu	res - Retaini	ing Wal	ls Total	40	400	Fig. 1

							429-206
Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concreté Box Culvert						Case Signature Case S
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0	
	Strain Poles		v				
		Initial Config	0	0	0	0	
18.3	Steel Strain Poles	EA Add'l Config	0	0	0	0	
		Initial Config	0	0	0	0	
18.4	Concrete Strain Poles	EA Add'l Config	0	0	0	0	
	Mast Arms						
18.5	Mast Arms	EA Design	0	0		0	
	Overhead/Cantilever Sign Structures						
18.6	Cantilever Sign Structures	EA Design	2	8	2	16	Update design to include ADMS
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8	Special (Long Span) Overhead Sign Structures	EA Design	1	120	1	120	DMS Box Truss + Walkway: STAAD Design + Plans & Details; including painting sheet
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
	High Mast Lighting						
18.11	Non-Standard High Mast Lighting Structures	EA Design	0	0	0	0	
	Noise Barrier Walls (Ground Mount)						
18.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
18.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0	0	0	
18.17	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	1	0		0	
	Special Structures						
18.19	Fender System	LS	1	0		0	

18.21 Special Structures         LS         1         0         0           18.22 Other Structures         LS         1         24         CCTV Poles	18.20	18.20 Fender System Access	0.1	_	,		,	
LS 1 24 24 24 160 0 0 18 Structures - Miscellaneous Triral 3 160		constitution of the second	3	_	>		>	
LS 1 24 24 24	18.21	Special Structures	รา	-	0		0	
LS 1 24 24 24 14 24 24 24 18. Structures - Miscellaneous Total 1 460								
	18.22	Other Structures	rs	-	24			CCTV Poles
18. Structures - Miscellaneous Total								
		18.5	tructures - M	İscellane	ous Total	3.	181	

# **Project Activity 33: Intelligent Transportation Systems Analysis**

Estimator: Wekiva - 429-206 SA #3 429-206

						425-200
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	0	0	0	
33.2	Communications Plan Analysis	LS	1	4	4	CCTV and ADMS communications
33.3	Lightning Protection Analysis	LS	0	0	0	
33.4	Power Subsystem	LS	1	8	8	
33.5	Voltage Drop Calculations	LS	1	8	8	
33.6	Design Documentation	LS	0	0	0	
33.7	Existing ITS System	LS	0	0	0	
33.8	Queue Analysis	LS	0	0	0	
33.9	Reference and Master ITS Design File	LS	0	0	0	
. < < 1111	Reference and Master Communications Design File	LS	1	24	24	Update plans to include the design of 2 ADMS and 4 CCTV cameras (for confirmation of ADMS and DMS)
33.11	Pole Elevation Analysis	LS	1	4	4	CCTV mounting height and viewing range
33.12	Sign Panel Design Analysis	LS	0	0	0	
33.13	Quantities	LS	9	2	18	
33.14	Cost Estimate	LS	1	1	1	Update with new pay items and quantities
33.15	Technical Special Provisions	LS	1	4	4	Review of GEC provided TSP for ADMS and CCTV camera
33.16	Other ITS Analyses	LS	0	0	0	
oden e	Intelligent Transportation Systems Ana	ilysis T	echnical	Subtotal	71	

# **Project Activity 33: Intelligent Transportation Systems Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	0	0	
33.18	Technical Meetings	LS	1	2	2	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	5%	4	
33.20	Supervision	LS	%	5%	4	
In	telligent Transportation Systems Analys	s Nont	echnical	Subtotal	10	
33.21	Coordination	LS	%	3%	2	
	33. Intelligent Transportation	Syster	ns Analy	sis Total	83.	

Technical Meetings			e de la companya de l		
Kickoff Meeting with FDOT	EA	0	0	0	
Local Governments (cities, counties,					
MPO)	EA	0	0	0	
Utility Owners	EA	0	0	0	
Field Meetings	EA	0	0	0	
Other Meetings	EA	1	2	2	Teleconference with GEC and CFX prior to design changes
Subtotal Technical Meetings				2	
Progress Meetings (if required by FDOT)	EΑ	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings					
rota: meetings			۰,	arries to 3	3 18
			C	arries to s	3,10

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

# Project Activity 34: Intelligent Transportation Systems Plans

Estimator:

Wekiva - 429-206 SA #3

								429-206
Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet		Sheet	0	0	0	0	
34.2	Summary of Pay Items Including Trns*port Input		Sheet	0	0	0	0	
34.3	Tabulation of Quantities		Sheet	2	2	2	4	Update with new pay items and quantities
34.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	Add general notes, pay items and legend items
34.5	Project Layout		Sheet	1	1	1	1	Add ADMS and CCTV cameras
34.6	Typical and Special Details		Sheet	10	3	10	30	CCTV & ADMS: i.e. cabinet, wiring, mounting,
34.7	Plan Sheet		Sheet	9	4.66667	9	42	node, allocation 3-new @ 6hrs = 18hrs 6-updates @ 4hrs = 24hrs
34.8	ITS Communications Plans		Sheet	0	0	0	0	io-ubdates to 4nrs = 24nrs
34.9	Fiber Optic Splice Diagrams		Sheet	2	4	2	8	
34.10	Lightning Protection Plans		Sheet	0	0	0	0	
34.11	Cross Sections		Sheet	2	6	2	12	2 ADMS (co-located on static sign structure)
34.12	Guide Sign Worksheet(s)		Sheet	0	0	0	0	
34.13	Special Service Point Details		Sheet	1	0	1	0	(See Electrical Subconsultant RS&H work-sheet)
34.14	Strain Pole Schedule		Sheet	1	2	1	2	Update to include CCTV
34.15	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	
34.17	Traffic Control Plans		Sheet	0	0	0	0	
34.18	Interim Standards		Sheet	0	0	0	0	
34.19	GIS Data and Asset Management Requirements		LS	1	0	0	0	
	Intelligent Transportat	ion Syst	m Plans	Technica	Subtotal	29	103	
34.20	Quality Assurance/Quality Control		LS	%	5%		5	
34.21	Supervision		LS	%	5%		5	

# **Project Activity 34: Intelligent Transportation Systems Plans**

Task No. of Hours/ No. of Total Units Unit Sheets Hours	Comments
34, Intelligent Transportation System Plans Total 29 113	

#### ESTIMATE OF WORK EFFORT AND COST - WBQ

Name of Project: County:

Wekiva - 429-206

FPN:

Orange 429-206 Consultant Name: WBQ

FPN:	429-206													July 7, 2015		
FAP No.:	1/0/1900												Estimator:			A
Staff Classification	Hours From "SH Summary	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Engineer	Clerical	Engineer Intern	SR Surveyor	Survey Technician	0	0	0	SH By	Salary Cost By	Average Rate Per
	Firm"	\$59.24	\$66.77	\$57.04	\$34.98	\$30.58	\$21.13	\$19.02	\$42.55	\$23.00	\$0.00	\$0.00	\$0.00	Activity	Activity	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	46	1	5	12	11	10	1	6	0	0	0	0	0	46	\$1,903	\$41.38
Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	11	0	1	3	3	3	0	1	0	0	0	0	0	11	\$454	\$41.24
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, Dwgs, 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	٥	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. 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. Signafization 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	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0		0	۰ ا	\$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. Geotechnical	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	j °	0	0	0	\$0	#DIV/0!
4a. Preliminary Design Report	0	0	0	0	0	0	0	0	0	0	۰ ا	0	۰ ا	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	#DIV/0!
Total Staff Hours	57	1	6	15	14	13	1	7	0	0	0	\$0.00	50.00	57	\$2,356.99	\$41.35
Total Staff Cost		\$59.24	\$400.62	\$855.60	\$489.72	\$397.54	\$21.13	\$133.14	\$0.00	\$0.00	\$0.00	\$0.00	30.00	Check		

Notes:

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

SALARY RELATED COSTS:

OVERHEAD: OPERATING MARGIN:

Profit

203.990% 20% 0.00% 323.99%

Consultant No.:

Date: July 7, 2015

Muliplier SUBTOTAL ESTIMATED FEE:

Survey (Field) Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED FEE: Optional Services GRAND TOTAL ESTIMATED FEE: Effective Profit = 6.58% \$7,636.41 \$ - /day

\$2,356.99

\$0.00 \$0.00 \$7,636.41 \$0.00

\$7,636.41

\$2,356.99

			Maria de Caración	0.000		Free ways a little	1	429-206
Task No.	Task	Scale	Units	No, of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map		Sheet	0	0	0	0	
5.4	Interchange Drainage Map		Sheet	0	0	0	0	
5.5	Typical Section Sheets		Sheet	0	0	0	0	
5.6	General Notes/Pay Item Notes		Sheet	0	0	0	0	
5.7	Summary of Quantities		Sheet	0	0	0	0	
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.10	Summary of Drainage Structures		Sheet	0	0	0	0	
5.11	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.12	Project Layout		Sheet	0	0	0	0	
5.13	Plan/Profile Sheet	50	Sheet	0	0	0	0	
5.14	Profile Sheet		Sheet	0	0	0	0	
5.15	Plan Sheet		Sheet	0	0	0	0	
5.16	Special Profile		Sheet	0	0	0	0	
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.20	Intersection Layout Details		Sheet	0	0	0	0	
5.21	Miscellaneous Detail Sheets		Sheet	0	0	0	0	
5.22	Drainage Structure Sheet (Per Structure)		EA	0	0	0	0	
5.23	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.25	Lateral Ditch Cross Sections		EA	0	0	0	0	

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.26	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
5.27	Retention Pond Cross Sections		EA	0	0	0	0	
5.28	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.30	Cross Sections		EA	0	0		0	
5.31	Traffic Control Plan Sheets	50	Sheet	0	0	0	0	
5.32	Traffic Control Cross Section Sheets		EA	0	0	0	0	
5.33	Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.34	Utility Adjustment Sheets	50	Sheet	14	3	14	42	Additional Design for Duke, Teco, and Century Link
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.36	Erosion Control Plan		Sheet	0	0	0	0	
5.37	SWPPP		Sheet	0	0	0	0	
5.38	Project Control Network Sheet		Sheet	0	0	0	0	
5.39	Environmental Detail Sheets		LS	0	0		0	
5.40	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
		Roadw	ay Plans	Technica	l Subtotal	14	42	

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.41	Quality Assurance/Quality Control		LS	%	5%		2	
5.42	Supervision		LS	%	5%		2	
			5. Ro	adway P	lans Total	14	46	

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	0	0	0	
7.2	Identify Existing UAO(s)	LS	0	0	0	
7.3	Make Utility Contacts	LS	0	0	0	
7.4	Exception Coordination	LS	0	0	0	
7.5	Preliminary Utility Meeting	LS	0	0	0	
7.6	Individual/Field Meetings	LS	0	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	0	0	0	
7.8	Subordination of Easements Coordination	LS	0	0	0	
7.9	Utility Design Meeting	LS	3	2	6	3 Additional meetings @ 2 hrs Duke, Teco, and Century Link
	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	0	0	0	
7.11	Utility Coordination/Followup	LS	0	0	0	
7.12	Utility Constructability Review	LS	0	0	0	
7.13	Additional Utility Services	LS	0	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	0	0	0	
7.15	Contract Plans to UAO(s)	LS	0	0	0	
7.16	Certification/Close-Out	LS	0	0	0	
7.17	Other Utilities	LS	1	5	5	Additional Design for Duke, Teco, and Century Link 2 hrs each
			7. U	tilities Total	11	

Kickoff	EA	0	Meetings are shown above
Preliminary Meeting	EA	0	
Individual UAO Meetings	EA	0	
Field Meetings	EA	0	
Design Meeting	EA	0	
Other Meetings	EA	0	

# **AGREEMENT**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND DRMP, INC.

DESIGN CONSULTANT SERVICES S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46 (EAST OF ROUND LAKE ROAD)

PROJECT NO. 429-206; CONTRACT NO. 000860

CONTRACT DATE: DECEMBER 7, 2012 CONTRACT AMOUNT: \$2,900,000.00



# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

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

#### **FOR**

# DESIGN CONSULTANT SERVICES S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46 (EAST OF ROUND LAKE ROAD)

PROJECT NO. 429-206; CONTRACT NO. 000860

#### **DECEMBER 2012**

#### ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

#### 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.

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E.	Exhibit "E", Location Map
F.	Exhibit "F", Project Schedule

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of December, 2012, by and between the 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 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 S.R. 429 (Wekiva Parkway) from the Lake County Line to S.R. 46 (East of Round Lake Road) identified as Project No. 429-206 and Contract No. 000860.
- 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 three-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one-year renewal periods may be exercised by the AUTHORITY at its sole discretion.

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.

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.

#### 4.0 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

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.

Aerial Cartographics of America, Inc. (Class 2) Geotechnical and Environmental Consultants, Inc. (Class 2) Antillian Engineering Associates (Class 2) Littlejohn Engineering Associates, Inc. (Class 1) Reynolds, Smith and Hills, Inc. (Class 1) WBO Design & Engineering, Inc. (Class 1) 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 \$2,900,000.00. 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.

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 ground 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.

- Commercial General Liability coverage shall be on an occurrence form policy 16.1 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.

- 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 Public Affairs Manager 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. If a color logo is used, the logo shall confirm to the proper PMS colors of 2602 purple and 166 orange. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. 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 Public Affairs Manager 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 shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

## 23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Location Map

Exhibit "F", Project 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 December 7, 2012.

Print Name: Jok S. Title: Vice President (Seal)

> Secretary or Notary Notary Public State of Florida

My Commission DD944460 Expires 02/28/2014

DRMP, INC.

ORLANDO-ORANGE COUNTY **EXPRESSWAY AUTHORITY** 

Print Name: Claude Hiller

Approved as to form and execution, only.

Mary E Dent

General Counsel for the AUTHORITY

Joseph & Passiatore

#### SUPPLEMENTAL AGREEMENT NO. 1

TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

# S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46 (EAST OF ROUND LAKE ROAD)

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 13<sup>th</sup> day of January, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, the AUTHORITY desires to make changes to Article 3.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT dated the 7th of December, 2012, and;

WHEREAS, the CONSULTANT agrees to the changes with no increase in the contract amount:

# NOW THEREFORE BE IT RESOLVED THAT:

- 1. The title of Article 3.0 is changed to "TERM OF AGREEMENT".
- 2. The first paragraph of Article 3.0 is deleted and replaced with the following new language:

  "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."
- 3. All provisions of said Agreement for Professional Services, 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 said Consultant 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 quadruplicate, the day and year first above written.

> ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DRMP, INC.

Title: Vice -

#### SUPPLEMENTAL AGREEMENT NO. 2

TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

# S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46 (EAST OF ROUND LAKE ROAD)

THIS SUPPLEMENTAL AGREEMENT is made and entered into this day of \_\_\_\_\_\_\_\_\_, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), a corporate body and agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 7<sup>th</sup> day of December 2012, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to

be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

#### NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT's July 2, 2014 letter to the Wekiva Parkway Corridor Consultant and in the Wekiva Parkway Corridor Consultant's July 2, 2014 letter to the AUTHORITY, which are attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$927,015.15 to \$2,878,388.63.
  - b. The Direct Survey (Prime) costs are adjusted upwards by \$41,633.60 to \$249,544.11.
  - c. The Direct Expenses (Lump Sum) are adjusted upward by \$1,474.00 to \$31,213.56.
  - d. The Subcontract Items are adjusted upwards by \$224,207.50\$ to \$795,629.14.

WBQ

\$87,700.41

• Antillian

\$56,084.37

• GEC \$24,064.53

• RS&H \$12,137.97

• AVCON \$44,220.22

e. The Allowance is adjusted downward by \$134,330.25 to \$5,224.56.

- f. The total Maximum Limiting is adjusted upward by \$1,060,000.00 to \$3,960,000.00.
- 3. All provisions of said Agreement for Professional
  Services, 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 said Consultant 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 quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest Assistant Secretary

Director of Procurement

Attest: Tamus Smith

Ву:

DRMP, INC.

Title: Vice President

Approved as to form and execution, only.

General Counsel for the AUTHORITY

RECEIVED
CONTRACTS DEPT

CONTRACTS DEPT

STONATURE / DATE

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