

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: April 28, 2015

RE: Approval of Supplemental Agreement No. 1 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 \$750,000.00 for Miscellaneous Design Consultant Services. This supplemental agreement will allow continuation of the services provided by WBQ until the end of the Contract term on December 7, 2015.

First Renewal Amount	\$ 750,000.00
Amount of Requested Adjustment	<u>\$ 750,000.00</u>
Revised First Renewal Amount	\$1,500,000.00

WBQ was awarded this Contract under our Small Sustainable Business Enterprise (SSBE) program.

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

SUPPLEMENTAL AGREEMENT NO. 1

TO

RENEWAL AGREEMENT

MISCELLANEOUS DESIGN CONSULTANT SERVICES

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 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 an 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 \$750,000.00 to a new Maximum Limiting Amount of \$1,500,000.00.
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 _____, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

WBQ DESIGN & 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



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

MEMORANDUM

TO: Glenn Pressimone, P.E.
FROM: Scott M. Kamien, P.E. *mk*
SUBJECT: Miscellaneous Design Consultant Services
WBQ Supplemental Request
CFX Contract No. 000817
DATE: May 4, 2015

On August 14, 2014, WBQ's Miscellaneous Design Consultant Services was given a one year renewal through December 7, 2015. WBQ currently has a number of projects that are active and on-going that will require a Supplement Agreement to their fee for completion. The actual fee for each task listed below will be reviewed, but the total estimated fee can be used as a placeholder. The active Work Authorizations are:

- WA #13.1, Wekiva Parkway AET Toll Facility (429-207). Project 207 has been bid and Post-Design Services (PDS) will be needed (\$55K). In addition, the gantry design will need to be adapted and incorporated into the Wekiva 205 and 206 projects (\$150K).
- WA #17.1, Trailblazer Upgrades (599-616B). The Bid Set submittal should be complete in May, 2015. PDS will be required (\$30K).
- WA #20.1, SR 417 M&R, I-Drive to Moss Park (417-733). Plans are at 100% and will be completed in June 2015. PDS will be required (\$60K).
- WA #22, Airport DMS. Project is currently on-hold pending an agreement with GOAA. Once approved, design will be required and then PDS (\$130K).
- WA #23, Gopher Tortoise Permitting and Relocation (429-202, 429-203). The original relocation estimate for 202 and 203 combined was based on a 15% survey and assumed 86 GTs. The actual amount now based on the 100% 202 survey alone is 200 GTs. Applying the same ratio to 203, the revised estimate for that contract would be 100 GTs. Therefore, the total cost would increase approximately \$325K.

The total SA amount would be approximately \$750K. Each SA would be reviewed independently prior to approval. Should you have questions or need additional information, please call me at 407-806-4178.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000817

21 AUG '14 AM 11:51

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and WBQ Design and Engineering, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 11, 2011, with a Notice to Proceed date of December 8, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 8th day of December, 2014 and ending the 7th day of December, 2015, at the cost of \$750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending December 7, 2014, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending December 7, 2014.

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

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

WBQ DESIGN AND ENGINEERING, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: 

Authorized Signature


BY: 

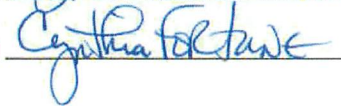
Director of Procurement

Jennifer R. Quilley

Print Name

Title: V.P.

Witness (1) 

Witness (2) 

LEGAL APPROVAL:
AS TO FORM


General Counsel for the Authority

RECEIVED
CONTRACTS DEPT

0.95 / 8/25/14
SIGNATURE / DATE

— CENTRAL FLORIDA EXPRESSWAY AUTHORITY —

August 25, 2014

Mr. Derek Burke, P.E.
WBQ Design and Engineering, Inc.
201 North Magnolia Avenue, Suite 200
Orlando, Florida 32801

Re: Miscellaneous Design Consultant Services
Renewal Agreement for Contract No. 000817

Dear Mr. Burke:

Enclosed for your file is one (1) fully executed copy of the referenced renewal agreement. If you have any questions you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller
Director of Procurement

Attachment

cc: G. Pressimone, CFX

Travelers & Expressways	Corporate Information	Doing Business With Us	SEARCH
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8. Approval of Settlement with Mary L. Halsey and Donald G. Halsey for acquisition of Parcel 134 (Parts A, B and C), Wekiva Parkway Project 429-202 (Settlement amount: \$238,846)
9. Approval of Settlement with Thomas Ward Klinker for acquisition of Parcel 132 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement amount: \$207,500)
10. Approval to execute and record Quit-Claim Deed and Easements between CFX, Orange County and FDOT related to joint use pond at Lake Underhill and Goldenrod Roads (No cost to CFX other than nominal recording fees not to exceed \$300)
11. Approval of Agreement for Appraisal Services with Urban Economics Incorporated for consulting services related to railroad property valuation for the Wekiva Parkway Projects 429-204, 429-205 and 429-206 (Agreement amount: Not-to-exceed \$100,000)
12. Approval of Addendum to Agreement for Appraisal Services with Bullard, Hall & Adams for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: \$150,000)
13. Approval of Addendum to Agreement for Appraisal Services with Durrance & Associates, P.A. for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: \$150,000)
14. Approval of Increase in Contract Amount with Lowndes, Drosdick, Kantor & Reed, P.A. for acquisition of Parcel Nos. 197, 230, 257 & 267, Wekiva Parkway, Project 429-203 (Contract Increase of \$100,000)
15. Approval of Second Amendment to Contract for Sale and Purchase of Rail Line Easements between All Aboard Florida and Central Florida Expressway Authority
16. Approval of Second Amendment to Contract of Sale and Purchase between Suburban Land Reserve, Inc., Farmland Reserve, Inc. and Central Florida Expressway Authority
17. Approval of Drainage Easement Agreement between Greeneway Park DRI, LLC and Central Florida Expressway Authority

ENGINEERING

18. Approval of contract renewal with The Balmoral Group, LLC for Misc. Design Consultant Services - Contract No. 000819 (Contract amount: Not-to-exceed \$750,000)
19. Approval of contract renewal with WBQ Design and Engineering, Inc. for Misc. Design Consultant Services - Contract No. 000817 (Contract amount: Not-to-exceed \$750,000)
20. Approval of Supplemental Agreement No. 3A with Reynolds, Smith & Hills, Inc. for post design services - Project 417-304 (Agreement amount: \$96,882.01)
21. Approval of Supplemental Agreement No. 9 with Dewberry/Bowyer Singleton for post design services on S.R. 528 Airport Mainline Plaza Demolition and Ramp Plaza Construction - Project 528-405 (Agreement amount: Not-to-exceed \$405,453)

Contract: 000817 - MISCELLANEOUS DESIGN CONSULTANT SEI **Contract total:** 3,750,000.00

Contractor: 00448 - WBQ DESIGN & ENGINEERING, INC.

<u>Doc #</u>	<u>Doc Date</u>	<u>New End Date</u>	<u>Amount</u>	<u>New Contract Total</u>	<u>Create CO</u>
3679	08/28/2014	12/07/2015	750,000.00	3,750,000.00	No

Description: RENEWAL NO. 1

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
WBQ DESIGN & ENGINEERING, INC.**

**MISCELLANEOUS DESIGN CONSULTANT SERVICES
CONTRACT NO. 000817**

**CONTRACT DATE: NOVEMBER 8, 2011
CONTRACT AMOUNT: \$2,500,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 000817

NOVEMBER 2011

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
R. Scott Batterson, P.E., Member**

**Executive Director
Michael Snyder, P.E.**

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<u>Section</u>	<u>Title</u>
	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

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 8th day of November, 2011, 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 WBQ DESIGN & ENGINEERING, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Magnolia Avenue, Suite 200, 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 miscellaneous design consultant services identified as Contract No. 000817.

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 (3) 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 (1) 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 for each project 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 completion date for an assigned project 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.

Dyer, Riddle, Mills & Precourt, Inc.
Nadic Engineering Services, Inc.
AVCON, Inc.
Bobes Associates Consulting Engineers, Inc.

Atkins North America, Inc.
Geodata Consultants, Inc.
C.T. Hsu & Associates, Inc.
Aspireon, Inc.

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 design of and preparation of plans and specifications for a variety of projects including, but not necessarily limited to, roadway and bridge construction, signing, roadway lighting, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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 not-to-exceed amount of \$2,500,000.00 for the initial three-year term of this Agreement. 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 341 North Maitland Avenue, Suite 100, Maitland, Florida 32751.

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, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act 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 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 claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The

AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. 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 costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

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 Manager of Public Relations and Communications 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 Manager of Public Relations and Communications 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

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 24, 2011.

WBQ DESIGN & ENGINEERING, INC.

BY: [Signature]
Authorized Signature

Title: PRESIDENT

ATTEST: [Signature] (Seal)
Secretary or Notary

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

BY: [Signature]
Director of Procurement

Print Name: Claude Miller

Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]



EXHIBIT “A”

Exhibit A

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 000817 (SSBE)

IN ORANGE COUNTY, FLORIDA

OCTOBER, 2011

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. Projects (and project locations) to be identified on an individual basis per each task authorizations.

1.02 Description

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on the Expressway Authority's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

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 miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual task authorizations as requested by the Authority. It is further understood that elements of this Exhibit may not be applicable to all task authorizations approved under this contract.
- B. As necessary, 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 relocation 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 Miscellaneous Design Services

- A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period.
- 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.

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, 2010 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), 2001 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.

3.0 DESIGN CRITERIA

3.01 General

Design of the projects 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. As necessary, along with the 30% design review 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
	MAIN LANES	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Direct Connection)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Direct Connection	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1 25:1 Toll Plazas	
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) 4% to 6% (40 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

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAIN LANES	RAMPS	
			FDOT
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. Left Shoulder	5%	5%	5%
3. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64 (typical) 26 w/concrete barrier (min)	N/A	22,40
<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

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required
- Limited access right-of-way limits per Index 450
- 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. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

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 (as necessary).
- B. Major elements of the work include the following:

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on the Expressway Authority's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to City of Orlando, Orange County, FDOT, Florida's Turnpike Enterprise, City of Apopka etc..

4.03 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. 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'.
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

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. 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

4.04 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.

4.05 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.

4.06 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.

4.07 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.

4.08 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.

4.09 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.

4.10 Roadway Design

- A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% 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. As necessary, 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

4.11 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 Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles.
- 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.

4.12 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

4.13 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.

4.14 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.

4.15 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).

4.16 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.

4.17 Right-of-Way Surveys

- A. No additional right-of-way is anticipated as part of this contract. Should right-of-way surveys become necessary, a Supplemental Agreement will be made to address the scope required for the services.

4.18 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.

4.19 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.

4.20 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.
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. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements.
 - 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. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements.
 - 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.

4.21 Toll Plazas

- A. This contract may include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.22 Post-Design Services (as necessary)

- 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. 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

- A. Utility designates for the FON and roadway lighting within OOCEA 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 help coordinate and support 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 as necessary.
- B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

7.01 Orlando-Orange County 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.

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) (8 sets required)
 2. 30% Roadway Plans (20 sets and 1 .PDF CD/DVD required)
 3. 30% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 4. 60% Roadway and specifications, Geotechnical Report (20, 20, and 8 sets and 1 .PDF CD/DVD required)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 7. 90% Roadway and specifications (20 and 20 sets and 1 .PDF CD/DVD required)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (20, 20, 20 and 8 sets and 1 .PDF CD/DVD required))
 9. Pre-Bid Plans (8 sets and 1 .PDF CD/DVD required) (1 set signed and sealed reports)
 10. Bid Set (1 set signed and sealed plans) (1 .PDF of all plans, CADD files of all plans)
- 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”

Exhibit "B"
METHOD OF COMPENSATION
MISCELLANEOUS DESIGN CONSULTANT SERVICES

1.0 PURPOSE

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

2.0 AMOUNT OF COMPENSATION

- 2.1 The Authority agrees to pay the CONSULTANT for the performance of authorized services described in Exhibit "A" an amount not to exceed \$2,500,000.00 for the initial three (3) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.
- 2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the CONSULTANT for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

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

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

of those originally accepted by the Authority unless the Authority authorizes additional staff or costs by Supplemental Agreement.

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

- 3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.
 - 3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.
 - 3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the 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 of the CONSULTANT's clients.
- 3.2 A multiplier of 3.346 shall be applied to all CONSULTANT direct salaries and wages as total compensation for the CONSULTANT's administration overhead and burden costs (indirect charges) and the CONSULTANT's operating margin (profit and risk).
 - 3.3 Expenses: A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket expenses for each approved Work Authorization. All non-local CONSULTANT travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061.
 - 3.4 Subconsultant Costs: Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the CONSULTANT at cost. In lieu of administrative mark-up, the CONSULTANT will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

4.0 METHOD OF COMPENSATION

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

- 4.1 The CONSULTANT will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the CONSULTANT will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 3.346, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The CONSULTANT shall promptly pay all subconsultants their proportionate share of payment received from the Authority.
- 4.2 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 Work Authorization's anticipated duration. Any balance due the CONSULTANT upon completion of a Work Authorization shall be paid in the final invoice.
- 4.3 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.
- 4.4 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

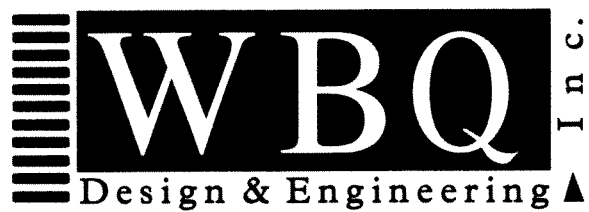
- 5.1 Final Audit: The CONSULTANT shall permit the Authority to perform or have performed an audit of the records of the CONSULTANT and any or all Subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted 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.

- 5.2 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.

END OF SECTION

EXHIBIT “C”



OOCEA

Miscellaneous Design Consultant Services (SSBE)

Contract No. 000817

Audit Package

Prepared by:

WBQ Design & Engineering, Inc.

201 N. Magnolia Ave., Suite 200

Orlando, FL 32801

(407)839-4300



Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services

21-Sep-11

Contract No. 00817

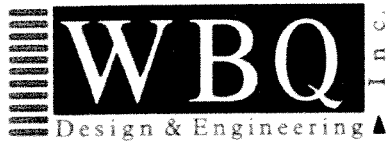
Certified Wage Rate Form

Subconsultant Name	Overhead Rate	Profit	FCCM	Direct Expenses
WBQ Design & Engineering, Inc.	209.04%	8.26%	\$0.00	Negotiated with each Work authorization
DRMP	194.70%	8.86%	\$0.00	Negotiated with each Work authorization
Atkins	170.22%	10.00%	\$0.00	Negotiated with each Work authorization
Nadic	234.34%	7.36%	\$0.00	Negotiated with each Work authorization
Geodata	168.04%	10.00%	\$0.00	Negotiated with each Work authorization
Avcon	191.93%	8.99%	\$0.00	Negotiated with each Work authorization
CT Hsu	205.42%	8.46%	\$0.00	Negotiated with each Work authorization
Bobes	158.70%	10.00%	\$0.00	Negotiated with each Work authorization
Aspireon	N/A	N/A	\$0.00	Negotiated with each Work authorization

*Profit Percentages were calculated using a maximum of 10% for an Overhead Rate of 172.58% or below.
For overhead rates above 172.58%, a ratio was applied to calculate the allowable profit percentage as follows:
(172.58/Overhead rate) * 10%.

201 N. Magnolia Ave., Suite 200, Orlando, FL 32801

WBQ Design & Engineering, Inc.



2011 Direct Expense Cost Rates

<u>Category</u>	<u>Unit</u>	<u>Unit Rate</u>
In House 30 x 42 plots Black & White	per page	\$9.00
In House 24 x 36 plots Black & White	per page	\$6.00
In House 30 x 42 plots Color	per page	\$30.00
In House 24 x 36 plots Color	per page	\$25.00
8 ½ x 11 prints (black & white)	per page	\$0.12
8 ½ x 11 color prints	per page	\$0.60
11 x 17 prints (black & white)	per page	\$0.24
11 x 17 color prints	per page	\$1.20
Separator Sheets/Special Stock	additional per page	\$0.05
Tab Dividers/Pockets	each	\$1.00
Mileage	per mile	\$0.405
Film/Photo	per photo	At Cost
Overnight Delivery	per delivery	At Cost
Same Day Delivery via courier service	per delivery	At Cost
Display Boards (30 x 42)	per board	\$100.00
Scanning to PDF	per page	\$1.00
Vendor Printing		At Cost
Saving Files to CD	per CD	\$10.00
GBC Binding Up to ½"	each	\$2.00
GBC Binding ½" to 1"	each	\$2.25
GBC Binding 1" to 2"	each	\$2.50
Custom Z-fold and Insert	per page	\$1.00



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

April 28, 2011

Jennifer R. Quigley, Principle
WBQ DESIGN & ENGINEERING, INC.
201 North Magnolia Avenue, Suite 200
Orlando, Florida 32801

Dear Ms. Quigley:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2- Project Development and Environmental (PD&E) Studies

Group 3- Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6- Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7- Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Overhead Rate	209.04%	0.051%		2.68% (Home)

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

www.dot.state.fl.us

DRMP, Inc.

Large Format Copying

Type of work performed	Cost	Per
Bond copy	\$0.20	Square Foot
Vellum copy	\$0.45	SF
Mylar copy	\$1.20	SF
Folding	\$0.04	Each
Stamping	\$0.05	Each
Mileage		
Mileage Allowance	\$0.51	Per Mile

Small Format Copying (B&W)

Type of work performed	Cost	Per
Xerox Copy 8 ½ x 11	\$0.07	Each
Xerox Copy 8 ½ x 11 3 Hole Punched	\$0.09	Each
Xerox Copy 8 ½ x 14	\$0.09	Each
Xerox Copy 11 x 17	\$0.14	Each
Copy on Colored Paper 8 ½ x 11	\$0.09	Each
Copy on Colored Paper 8 ½ x 14	\$0.12	Each
Copy on Colored Paper 11 x 17	\$0.16	Each
Copy onto Cardstock 8 ½ x 11	\$0.15	Each
Copy onto Cardstock 8 ½ x 14	\$0.25	Each
Copy onto Cardstock 11 x 17	\$0.25	Each
Separator Sheets/Special Stock	\$0.04	Each
Transparency/Clear Cover	\$1.00	Each
Tab Dividers	\$0.25	Each
Hand Fed Copies	\$0.18	Each
Hole Punch	\$0.10	Each
Folding Xerox Copies	\$0.05	Each
Pockets	\$1.00	Each

Color Copying

Type of work performed	Cost	Per
Color Copy 8 ½ x 11	\$0.35	Each
Color Copy 8 ½ x 14	\$0.45	Each
Color Copy 11 x 17	\$0.70	Each
Preparation of Digital Files	\$10.00	Each

Digital Imaging

Type of work performed	Cost	Per
Black & White Scan Large Format	\$1.00	Each
Color Scan Large Format	\$5.00	Each
Scan up to 11 x 17	\$0.07	Each
Color Plot on Heavy Paper	\$4.45	SF
Color Plot on Glossy Paper	\$6.45	SF
Color Plot on Canvas	\$8.00	SF
Color Plot on Mylar/Film	\$10.00	SF
Saving Files on CD	\$10.00	Each
Creating CD Multiple Copies	\$5.00	Each

Bindery & Finishing

Type of work performed	Cost	Per
GBC Bind up to ½"	2.00	Each
GBC Bind ½" to 1"	2.25	
GBC Bind 1" to 2"	2.50	
Screw Post	\$1.50	Each
Stapling	\$0.07	Each
Lamination 8 ½ x 11	\$1.50	Each
Lamination 8 ½ x 14	\$2.00	Each
Lamination 11 x 17	\$2.50	Each
Spine & Staple	\$1.00	Each



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

September 7, 2011

Lisa Greene, Marketing Manager
DRMP, INC.
941 Lake Baldwin Lane
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.1 - Major Bridge Design - Concrete
 - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.3 - Complex Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization

- Group 8 - Survey and Mapping
- 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
- 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
- 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics

Your Unlimited Notice of Qualification shall be valid until March 31, 2012 at such time as your September 30, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Overhead Rate	194.70%	128.86%	0.868%		5.37%(Home) 23.76%(Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Atkins

Orlando-Orange County Expressway Authority

Miscellaneous Design Consultant Services

Contract No. 00817

Atkins Direct Expense Form



482 Keller Road

Orlando, FL 32810

Item	Rate	Unit	Note
Courier	\$1.70	Mile	
Mileage	\$0.445	Mile	
Tolls	Posted Rate		
Reprographics			
8.5 X 11 and 8.5 X 14	\$0.04	Ea	<i>Black and White</i>
11" x 17"	\$0.06	Ea	<i>Black and White</i>
Scan to file (PDF) - 8.5 X 11 and 8.5 X 14	\$0.04	Ea	<i>Black and White</i>
Scan to file (PDF) - 11 X 17	\$0.06	Ea	<i>Black and White</i>
8.5 X 11 and 8.5 X 14	\$0.12	Ea	<i>Color</i>
11" x 17"	\$0.18	Ea	<i>Color</i>
Scan to file (PDF) - 8.5 X 11 and 8.5 X 14	\$0.29	Ea	<i>Color</i>
Scan to file (PDF) - 11 X 17	\$0.50	Ea	<i>Color</i>
Color Laser Cover - 8.5 X11	\$1.00	Ea	<i>Cover Stock</i>
Color Laser Cover - 11 X17	\$1.50	Ea	<i>Cover Stock</i>
Color Laser Cover - 8.5 X11	\$0.75	Ea	<i>Gloss Stock</i>
Color Laser Cover - 11 X17	\$1.25	Ea	<i>Gloss Stock</i>
Plotting and Printing	\$0.08	SqFt	<i>Large Format Bond</i>
Plotting and Printing	\$1.00	SqFt	<i>Large Format Vellum</i>
Plotting and Printing	\$0.50	SqFt	<i>Large Format Mylar</i>
Scan to file (PDF) - First 200 sheets	\$0.13	Ea	<i>Large Format</i>
CAD Color Plotting and Printing	\$0.57	SqFt	<i>Bond</i>
Color Graphics - Plotting and Printing	\$1.95	SqFt	<i>Heavy Bond</i>
Color Graphics Quality - Plotting and Printing	\$8.00	SqFt	<i>Matte/Gloss</i>
Drymount on 1/4" Foam Core	\$2.25	SqFt	<i>Foam Board</i>
Drymount on 1/4" Gator	\$3.50	SqFt	<i>Gator Board</i>
Drymount on 1/2" Gator	\$4.25	SqFt	<i>Gator Board</i>
Laminate Standard 3-mil - One Side	\$2.00	SqFt	<i>3mil</i>
Laminate Standard 3-mil - Two Sides	\$3.75	SqFt	<i>3mil</i>
Laminate Standard 5-mil - One Side	\$2.50	SqFt	<i>5mil</i>
Edge Bind Drawing Sets	\$0.50	Ea	<i>Card Board</i>
Acco Binding - 1 to 100 Pages	\$1.25	Ea	
GBC binding - 1 to 100 Pages	\$1.50	Ea	
Plastic Spiral Bind - 1 to 100 Pages	\$1.75	Ea	
Acco Hyde Bind - 1 to 100 Pages	\$2.00	Ea	
Metal-Wire Bind 1 to 100 Pages	\$2.00	Ea	
Screw Post - Each Hole	\$0.25	Ea	
1, 2 or 3 Hole Punch	\$0.01	Ea	
Saddle Stitch - 1 to 100 Books	\$1.50	Ea	
Collating and Stapling Up to 50 Pages - Each Set	\$0.25	Ea	
Copy Tabs	\$0.50	Ea	
Custom Z Fold	\$0.03	Ea	
Inserting	\$25.00	Hour	
GPS Unit	\$75.00	Day	



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**OFFICE OF THE
SECRETARY**

April 4, 2011

Thomas F. Barry, Jr.
Senior Vice President
ATKINS NORTH AMERICA, INC.
482 South Keller Road
Orlando, Florida 32810

Dear Mr. Barry:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2- Project Development and Environmental (PD&E) Studies

Group 3- Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Complex Highway Design

Group 4- Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5- Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6- Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7- Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8- Survey and Mapping

- 8.1 - Control Surveying

- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 14 - Architect
- Group 15 - Landscape Architect
- Group 20 - Appraisal
- Group 21 - Acquisition, Negotiation, Closing, and Order of Taking.
- Group 24 - Acquisition Relocation Assistance.
- Group 25 - Right of Way Clearing and Leasing.

Your Unlimited Notice of Qualification shall be valid until March 31, 2012 at such time as your September 30, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Excluded	Direct Expense
Overhead Rate	170.22%	124.68%	0.849%		12.43%(Home) 15.23%(Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

Nadic Engineering Services

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

I. FIELD EXPLORATION:

1. Crew & Equipment Mobilization:

a. Truck-Mounted Equipment Drill Rig	Ea.	\$450.00
b. Amphibious Rig	Ea.	\$12,000.00
c. Track/Bombadier	Ea.	\$2,400.00
d. Mudbug/ATV	Ea.	\$600.00
e. Barge (Coastal)	Ea.	\$16,000.00
f. Barge (Small)	Ea.	\$12,000.00
g. CPT Rig	Ea.	\$600.00
h. Pavement Coring Equipment	Ea.	\$550.00
i. Tri-Pod	Ea.	\$2,000.00
j. Support Boat	Day	\$100.00
k. Truck-Mounted Equipment Geoprobe Rig	Ea.	\$500.00
l. Field Support Vehicle	Day	\$60.00

2. Standard Penetration Test Borings (ASTM D-1586):

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$12.40
b. - 50 to 100 ft. depths	LF	\$15.00
c. - 100 to 150 ft. depths	LF	\$19.50
d. 150 to 200 ft. depths	LF	\$25.00
e. 200 to 250 ft. depths	LF	\$32.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$18.00
b. - 50 to 100 ft. depths	LF	\$22.50
c. - 100 to 150 ft. depths	LF	\$28.50
d. 150 to 200 ft. depths	LF	\$36.00
e. 200 to 250 ft. depths	LF	\$45.00

3. Rock Coring - HW Barrel (ASTM D-2113):

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$30.00
b. - 50 to 100 ft. depths	LF	\$35.00
c. - 100 to 150 ft. depths	LF	\$40.00
d. 150 to 200 ft. depths	LF	\$50.00
e. 200 to 250 ft. depths	LF	\$60.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$45.00
b. - 50 to 100 ft. depths	LF	\$50.00
c. - 100 to 150 ft. depths	LF	\$60.00
d. 150 to 200 ft. depths	LF	\$75.00
e. 200 to 250 ft. depths	LF	\$90.00

4. Grout Boreholes:

`ruck/MB:

a. - 0 to 50 ft. depths	LF	\$5.00
b. - 50 to 100 ft. depths	LF	\$6.00
c. - 100 to 150 ft. depths	LF	\$8.00
d. 150 to 200 ft. depths	LF	\$10.00
e. 200 to 250 ft. depths	LF	\$12.00

B/T/A:

a - 0 to 50 ft. depths	LF	\$7.50
b - 50 to 100 ft. depths	LF	\$9.00
c - 100 to 150 ft. depths	LF	\$12.00
d. 150 to 200 ft. depths	LF	\$15.00
e. 200 to 250 ft. depths	LF	\$18.00

5. Temp Casing 3":

`ruck/MB:

a. - 0 to 50 ft. depths	LF	\$8.00
b. - 50 to 100 ft. depths	LF	\$10.00
c. - 100 to 150 ft. depths	LF	\$11.00
d. 150 to 200 ft. depths	LF	\$12.50
e. 200 to 250 ft. depths	LF	\$15.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$12.00
b. - 50 to 100 ft. depths	LF	\$15.00
c. - 100 to 150 ft. depths	LF	\$16.50
d. 150 to 200 ft. depths	LF	\$18.75
e. 200 to 250 ft. depths	LF	\$22.50

6. Temp Casing 4":

`ruck/MB:

a. - 0 to 50 ft. depths	LF	\$9.00
b. - 50 to 100 ft. depths	LF	\$11.00
c. - 100 to 150 ft. depths	LF	\$13.00
d. 150 to 200 ft. depths	LF	\$15.00
e. 200 to 250 ft. depths	LF	\$17.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$13.50
b. - 50 to 100 ft. depths	LF	\$16.50
c. - 100 to 150 ft. depths	LF	\$19.50
d. 150 to 200 ft. depths	LF	\$22.50
e. 200 to 250 ft. depths	LF	\$25.50

6b. Temp Casing 6":

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$13.00
b. - 50 to 100 ft. depths	LF	\$15.00
c. - 100 to 150 ft. depths	LF	\$18.00
d. 150 to 200 ft. depths	LF	\$23.00
e. 200 to 250 ft. depths	LF	\$28.00

B/T/A:

a. - 0 to 50 ft. depths	LF	\$16.50
b. - 50 to 100 ft. depths	LF	\$22.00
c. - 100 to 150 ft. depths	LF	\$26.50
d. 150 to 200 ft. depths	LF	\$29.00
e. 200 to 250 ft. depths	LF	\$36.00

7. CPT Soundings(ASTM D-3441):

Truck/MB:

a. - 0 to 50 ft. depths	LF	\$10.00
b. - 50 to 100 ft. depths	LF	\$11.00
c. - 100 to 150 ft. depths	LF	\$13.00
d. 150 to 200 ft. depths	LF	\$15.00
e. 200 to 250 ft. depths	LF	\$17.00

B/T/A:

a - 0 to 50 ft. depths	LF	\$13.50
b - 50 to 100 ft. depths	LF	\$16.50
c - 100 to 150 ft. depths	LF	\$19.50
d. 150 to 200 ft. depths	LF	\$22.50
e. 200 to 250 ft. depths	LF	\$25.50

8. Auger Borings(ASTM D-1452):

Hand/Truck	LF	\$10.00
Track	LF	\$15.00

9. Truck/MB and Crew:	2 person crew	Hr	\$150.00
	3 person crew	Hr	\$250.00

10. B/T/A and Crew:	2 per crew	Hr	\$225.00
	3 person crew	Hr	\$375.00

11. Field Permeability Tests:

0 to 10 ft depths	LF	\$275.00
10 to 25 ft depths	LF	\$275.00

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

11b. Field Permeability Tests - Obtain Lab. Permeability Samples:

Kv Tube	LF	\$75.00
Kh Tube	LF	\$75.00

12. MOT	Days	\$150.00
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13. Soil Probing:

a. - 2 person crew	Days	\$950.00
b. - 3 person crew	Days	\$1,300.00

14. Per Diem for Drill Crew:

a. - 2 person crew	Days	\$150.00
b. - 3 person crew	Days	\$200.00

15. Undist Samples(ASTM D-1587):

ruck/MB:

a. - 0 to 50 ft. depths	Ea.	\$150.00
b. - 50 to 100 ft. depths	Ea.	\$200.00
c. - 100 to 150 ft. depths	Ea.	\$250.00
d. 150 to 200 ft. depths	Ea.	\$300.00
e. 200 to 250 ft. depths	Ea.	\$375.00

B/T/A:

a. - 0 to 50 ft. depths	Ea.	\$225.00
b. - 50 to 100 ft. depths	Ea.	\$300.00
c. - 100 to 150 ft. depths	Ea.	\$375.00
d. 150 to 200 ft. depths	Ea.	\$450.00
e. 200 to 250 ft. depths	Ea.	\$550.00

16. Soil and water Sampling (Direct Push Soil Sampling with Geophone):

a. - 0 to 10 feet depths	Days	\$1,800.00
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17. Site Reconnaissance/Utility Coordination:

a. - Project Engineer	hrs.	
b. - Senior Engineering Tech.	hrs.	

18. Extra SPT Samples:

ruck/MB:

a. - 0 to 50 ft. depths	Ea.	\$25.00
b. - 50 to 100 ft. depths	Ea.	\$28.00
c. - 100 to 150 ft. depths	Ea.	\$32.00
d. 150 to 200 ft. depths	Ea.	\$36.00
e. 200 to 250 ft. depths	Ea.	\$40.00

B/T/A:

a. - 0 to 50 ft. depths	Ea.	\$37.50
b. - 50 to 100 ft. depths	Ea.	\$42.00
c. - 100 to 150 ft. depths	Ea.	\$48.00
d. 150 to 200 ft. depths	Ea.	\$54.00
e. 200 to 250 ft. depths	Ea.	\$60.00
19. Pavement Coring:	Ea.	\$300.00
20. Ground Surface DRI (ASTM D-3385)	Ea.	\$450.00
21. PCA Water Sampling:	Ea.	\$76.88
22. Field Vane Test(ASTM D-2573):	Ea.	\$375.00
23. Dilatometer Sounding:	Ea.	\$160.00
24. Piezometer 2" 0 to -50 ft depths	LF	\$25.00
25. Temp Monitor Wells - 2 inch (50mm):		
a. - 0 to 50 ft. depths	LF	\$35.09
b. 50 to 100 ft. depths	LF	\$43.50
d. 150 to 200 ft. depths	LF	\$48.50
26. Concrete Pad and Cover:	Ea.	\$350.00
27. Equipment Decontamination	Hr	\$180.00
28. Well Development Time:	Hr	\$180.00
29. OVA Headspace Analysis, Senior Engineering Technician:	Hr	
30. OVA Headspace Analysis:	Days	\$184.60
31. Riser:	LF	\$25.00
32. Screen:	LF	\$30.00
33. Water Sampling for Analytical Lab Work (PCA)	Ea.	\$76.88
34. FAC 62-770 Table B Soil	Ea.	\$600.00
34. FAC 62-770 Table B Water	Ea.	\$600.00
35. Ground Penetration Radar Equipment	Days	\$650.00
36. Ground Penetration Radar Survey Crew	Hr	\$75.00
37. Locate Borings with GPS:		
a. GPS Rental	Day	\$80.00
b. Senior Engineering Technician	Hr	

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

38. Advance Warning Vehicle:	Hr.	\$100.00
39. Energy Absorption Vehicle:	Hr	\$120.00
40. Flagman:	Days	\$715.00
41. Trooper:	Hr	\$55.00
42. LBR Sample Collection:	Hr	


II. LABORATORY TESTING:

1. Visual Exam./Stratify (ASTM D-2488):		
- Project Engineer	hrs.	
- Senior Engineering Tech.	hrs.	
2. Grain Size Analysis:		
a. Full Grad. Grain Analysis (FM 1-T 88)	Ea.	\$75.00
b. Single Sieve Grain Analysis (FM 1-T 88)	Ea.	\$40.00
3. Hydrometer (FM 1-T 88):	Ea.	\$120.00
4. Organic Content (FM 1-T 267):	Ea.	\$40.00
5. Liquid Limit (FM 1-T 89/90):	Ea.	\$40.00
6. Plastic Limit (FM 1-T 89/90):	Ea.	\$40.00
7. Natural Moisture (FM 1-T 265):	Ea.	\$15.00
8. Unit Weight Determination:	Ea.	\$42.00
9. Consolidation Test (FM 1-T 216)		
Consolidation - Drained (CD)	Ea.	\$650.00
Consolidation - UnDrained (CU)	Ea.	\$500.00
10. Additional Consolidation Increments	Ea	\$100.00
11. Permeability (FM 1-T 215/5-513):	Ea.	\$250.00
12. Atmospheric Permeability	Ea.	\$400.00
13. Back Pressure Permeability	Ea.	\$400.00
14. Corrosion Series:	Ea.	\$160.00
(pH, Sulfate, Chloride, Resistivity)		
15. Triaxial (FM 1-T 234):	Ea.	\$375.00
16. Extended Load Increment:	Ea	\$100.00
17. Unconfined Comp. - Soil (ASTM D-2166):	Ea.	\$250.00
18. Unconsolidated - Undrained (UU)	Ea.	\$375.00

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

19. LBR (FM5-515):	Ea.	\$300.00
20. Specific Gravity(FM 1-T 100):	Ea.	\$60.00
21. Bitumen Extraction(FM 1-T 164):	Ea.	\$75.00
22. Bitumen Gradation(FM 1-T 30):	Ea.	\$80.00
23. Direct Shear(ASTM D-3080):	Ea.	\$300.00
24. Shrinkage Factor(FM 1-T 092):	Ea.	\$75.00
25. Swell Potential(ASTM D-4546):	Ea.	\$75.00
26. Compaction(FM 5-525/521):	Ea.	\$130.00
27. Min./Max. Den.(ASTM D-4254/53):	Ea.	\$200.00
28. Unconfined Compression - Rock(ASTM D-2938):	Ea.	\$120.00
29. Splitting Tensile(ASTM D-3967):	Ea.	\$175.00
30. Kerosene Analysis Group:	Ea.	\$475.00
31. EPA 8260 (VOC) Soil	Ea.	\$242.75
32. EPA 8270 (PNA) Soil	Ea.	\$226.50
33. RCRA metal (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) - Total (Soi	Ea.	\$200.00
34. FL-PRO (TPH) -Soil	Ea.	\$182.50
35. EPA 8260 (VOC) Water	Ea.	\$234.50
36. EPA 8270 (PNA) Water	Ea.	\$226.50
37. RCRA metal (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) - Total (Di	Ea.	\$200.00
38. Lead - Dissolved	Ea.	\$39.50
39. FL-PRO (TPH) -Water	Ea.	\$182.50
40. Aggregate Separation	Ea.	\$80.00
41. Other Tests	Ea.	\$300.00

I certify that the proposed billing rates are normal rates charged to both public and private clients of NADIC ENGINEERING


Godwin N. Nnadi, Ph.D., P.E./Principal Engineer

Feb.18, 2011

Date

NadicEngineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818

NES Project No.

OOCEA MISC. DESIGN SERVICES CONTRACT
ANTICIPATED DIRECT EXPENSE

TASK DESCRIPTION	UNIT	RATE	30 percent	60 percent	90 percent	100 percent	Final Submittal	Total	Total Amount
Printing and Report Binding									
Roadway and Embankment		\$0.20	240.00	240.00	240.00	240.00	240.00	1200.00	\$240.00
Ponds		\$0.20	160	160.00	160.00	160.00	160.00	800.00	\$160.00
Miscellaneous Structures		\$0.20		240.00	240.00	240.00	240.00	960.00	\$192.00
Plan Sheets									
Roadway and Embankment		\$0.50	6.00	10.00	10.00	10.00	10.00	46.00	\$23.00
Ponds		\$0.50	4	8.00	8.00	8.00	8.00	36.00	\$18.00
Miscellaneous Structures		\$0.50		40.00	40.00	40.00	40.00	160.00	\$80.00
Courier		\$36.00	1.00	1.00	1.00	1.00	1.00	5.00	\$180.00

\$893.00

Nadic Engineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 21, 2011

Godwin Nnadi, P.E., Principal Engineer
NADIC ENGINEERING SERVICES, INC.
601 N. Hart Boulevard
Orlando, Florida 32818

Dear Mr. Nnadi:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.4.1 - Standard Foundation Studies
- 9.5 - Geotechnical Speciality Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

Overhead Rate	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium Excluded	Direct Expense 21.81% (Home)	Published Fee Scheduled Yes
	234.34%	1.043%			

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Geodata Consultants, Inc.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 22, 2011

H. Paul deVivero, P.S.M.
President
GEODATA CONSULTANTS, INC.
2700 Westhall Lane, Suite 137
Maitland, Florida 32751

Dear Mr. deVivero:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 8 - Survey and Mapping
- 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Overhead Rate	168.04%	1.461%		1.25% (Home)

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

**GEODATA CONSULTANTS, INC.
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED
DECEMBER 31, 2010**

**GEODATA CONSULTANTS, INC.
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2010**

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**INDEPENDENT AUDITORS' REPORT ON
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**

The Board of Directors
Geodata Consultants, Inc.

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Geodata Consultants, Inc. (the "Company") for the year ended December 31, 2010. This Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this Schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Indirect Cost Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other Federal and State regulations as discussed in Note 2, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the overhead schedule referred to above presents fairly, in all materials respects, the direct labor, fringe benefits and general overhead of Geodata Consultants, Inc. for the year ended December 31, 2010 on the basis of accounting described in Note 2.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 18, 2011, on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, and contracts, and agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

This report is intended for the information of the management of Geodata Consultants, Inc. the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.

May 18, 2011

GEODATA CONSULTANTS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2010

Description	Total Costs	Unallowable Costs	FAR Ref	Allowable Costs
Direct Labor	<u>\$ 345,055</u>			<u>\$ 345,055</u>
Fringe Benefits				
Payroll Taxes	\$ 44,802	\$ -		\$ 44,802
Unemployment taxes	6,406	-		6,406
Health and life insurance	55,634	-		55,634
Insurance owners' life	5,023	(5,023)	(2)	-
Workers compensation	5,590	-		5,590
	<u>\$ 117,455</u>	<u>\$ (5,023)</u>		<u>\$ 112,432</u>
 Indirect labor	 \$ 237,404	 \$ -		 \$ 237,404
Rent expense	39,076	-		39,076
Maintenance and repairs	5,916	-		5,916
Travel	343	-		343
Insurance	23,177	-		23,177
Telephone	12,742	-		12,742
Taxes and licenses	12,671	-		12,671
Depreciation and amortization	59,403	-		59,403
Dues and subscriptions	2,035	-		2,035
Recruitment costs	56	-		56
Meals and entertainment	725	(725)	(3)	-
Professional fees	18,195	-		18,195
Interest	8,208	(8,208)	(1)	-
Vehicle expense	37,984	-		37,984
Field supplies	6,426	-		6,426
Office expense	6,624	(603)	(3)	6,021
Computer expense	1,562	-		1,562
Bank service charges	1,381	(39)	(1)	1,342
Freight and postage	651	-		651
Other expense	386	-		386
Training and seminars	2,001	-		2,001
	<u>\$ 476,966</u>	<u>\$ (9,575)</u>		<u>\$ 467,391</u>

See Notes to Statement of Direct Labor, Fringe Benefits and General Overhead

GEODATA CONSULTANTS, INC.
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

NOTE 1 - THE COMPANY

Geodata Consultants, Inc. (S Corporation) (the "Company") provides surveying and mapping services to private sector businesses, architect engineers/contractors, and all level of government. Services are provided throughout the State of Florida. The Company was founded in 1994. Revenues are derived from billings for services and reimbursement of expenses.

NOTE 2 - BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING SYSTEMS

The Company's policy is to prepare its Statement of Direct Labor, Fringe Benefits and General Overhead, on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes, and Florida Department of Management Services Rule 6OL-9. Accordingly, the above mentioned statement is not intended to present the results of operation of the Company in conformity with accounting principles generally accepted in the United States of America. The Statement of Direct Labor, Fringe Benefits and General Overhead has been allocated based on Direct Labor cost.

The Company's policy is to report the Statement of Direct Labor, Fringe Benefits and General Overhead using the cash basis of accounting.

The Company maintains a job-order cost accounting system for recording and accumulating of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system. The job cost ledger is reconciled with the general ledger. The Company normally bills their customers for subcontractor costs, courier fees, printing costs and other miscellaneous costs associated with a project. These costs are recorded as direct expenses by the Company. The Company treats those costs, which cannot be specifically identified with a particular project as indirect costs.

Labor is charged to direct and indirect labor accounts based on the actual amount incurred. Uncompensated overtime is accounted for using the effective rate method whereby the gross salary paid is divided by the number of hours worked during the pay period to determine an effective rate to be used for job costing. Premium overtime is accounted for as a direct reimbursable expense of the Company.

The Company did not pay any compensation in excess of the FAR 31.205-6(p) limits and reasonable compensation limits of between \$110,000 and \$140,000.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

PAID TIME OFF

Vacation and sick time is based on date of hire and may be carried forward. Sick time is not paid to employees upon departure.

DEPRECIATION

All purchases of capital assets with a useful life greater than one year are capitalized and depreciated over the estimated useful lives of the respective assets by the straight-line method. The amounts included on the Overhead Schedule are allowable under FAR 31.205-11(e).

NOTE 3 - FACILITIES CAPITAL COST OF MONEY

The Company's audited facilities capital cost of money for the year ended December 31, 2010 is 1.462%. The cost-of money rate has been calculated in accordance with FAR 31.205-10, using the average net book values of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include computer equipment and vehicles. The calculation was made as follows:

	12/31/2010
Net Book Value of Corporate Assets	\$ 158,192
Average Treasury Rate	3.19%
Computed Facilities Capital Cost of Money	\$ 5,043
Direct Labor	345,055
Cost-of-Money Rate	<u>1.462%</u>

NOTE 4 - UNALLOWABLE COSTS

Listed below are the unallowable indirect costs of the Company:

1. In accordance with FAR 31.205.20, interest expense, in the amounts of \$8,208 and \$39, have been disallowed.
2. In accordance with FAR 31.205.19, officers' life insurance, in the amount of \$5,023, has been disallowed.
3. In accordance with FAR 31.205.14, meals and entertainment, in the amounts of \$725 and \$603, have been disallowed.

NOTE 5 - SUMMARY

The following summarizes the allowable overhead rates incurred by the Company for the year ended December 31, 2010:

Description	
Fringe Benefit Rate	32.58%
General Overhead Rate	<u>135.45%</u>
Combined Rate	<u>168.03%</u>

NOTE 6 - DIRECT EXPENSE RATE

The Company's home office direct expense rate was based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger.

<u>Home Direct Expenses</u>	
Direct printing costs	\$ 1,025
Express mail and courier expense	117
Premium overtime	<u>3,182</u>
Total	<u>4,324</u>
Unallowable	<u>-</u>
Allowable expenses	<u>4,324</u>
Direct labor	<u>\$ 345,055</u>
Direct expense rate	<u><u>1.25%</u></u>

The Company had subcontract fees of \$6,250 that are not included in the direct expense rate.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Board of Directors
Geodata Consultants, Inc.

We have audited the overhead schedule of Geodata Consultants, Inc. (the "Company") for the year ended December 31, 2010 and have issued our report thereon dated May 18, 2011, which included an explanatory paragraph as the schedule has been prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other federal and state regulations which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Except as disclosed in the preceding sentence, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule is free of material misstatement.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

The management of the Company is responsible for establishing and maintaining internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal controls over financial reporting. The objectives of internal control over financial reporting are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with Part 31 of the Federal Acquisition Regulation. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Company's ability to initiate, authorize, record, process, or report financial data reliably in accordance with Part 31 of the Federal Acquisition Regulation such that there is more than a remote likelihood that a misstatement of the Company's overhead schedule that is more than inconsequential will not be prevented or detected by the Company's internal control. A material weakness is a significant deficiency, or combination of significant deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company's overhead schedule will not be prevented or detected, and corrected, on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance

As part of obtaining reasonable assurance about whether the Company's overhead schedule is free of material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations, contracts and provision of the applicable section of Part 31 of the Federal Acquisition Regulations (FAR); noncompliance with which could have a direct and material effect on the determination of the amounts reported on the overhead schedule. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended for the information of the management of Geodata Consultants, Inc., the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.



May 18, 2011

Avcon, Inc.

AVCON, Inc.
Standard Direct Expense Billing Rates
As of September 21, 2011

Item#	Item	Billing Rate	Per	Category
00001	8.5 X 11 (B &W)	\$ 0.10	Copy	In-House Reproduction
00003	24 X 36 - Vellum	\$ 1.50	Plot	In-House Reproduction
00004	24 X 36 - Bond	\$ 1.00	Plot	In-House Reproduction
00005	11 X 17 - Bond	\$ 0.30	Plot	In-House Reproduction
00006	11 X 17 (B&W)	\$ 0.20	Copy	In-House Reproduction
00007	30 X 42 - Vellum	\$ 2.00	Plot	In-House Reproduction
00008	30 X 42 - Bond	\$ 1.35	Plot	In-House Reproduction
00009	Miscellaneous Size Plots - Bond	\$ 0.15	Foot	In-House Reproduction
00010	Miscellaneous Size Plots - Vellum	\$ 0.25	Foot	In-House Reproduction
00011	8.5 X 14 (B&W)	\$ 0.15	Copy	In-House Reproduction
00016	Blueprints	\$ 0.10	Sq Foot	In-House Reproduction
00018	8.5 x 11 Plots	\$ 0.10	Plot	In-House Reproduction
00019	8.5 x 14 Plots	\$ 0.15	Plot	In-House Reproduction
00020	11 x 17 Plots (HP 8000)	\$ 0.20	Plot	In-House Reproduction
00026	12 X 18 Plots - Bond	\$ 5.00	Sheet	In-House Reproduction
00032	12 x 18 - Bond	\$ 0.20	Plot	In-House Reproduction
00033	15 x 21 - Bond	\$ 0.30	Plot	In-House Reproduction
00034	15 x 21 - Vellum	\$ 1.00	Plot	In-House Reproduction
00035	12 x 18 - Vellum	\$ 0.75	Plot	In-House Reproduction
00036	24 x 36 - Mylar	\$ 10.00	Plot	In-House Reproduction
00037	30 x 42 - Mylar	\$ 15.00	Plot	In-House Reproduction
00038	15 x 21 - Mylar	\$ 8.00	Plot	In-House Reproduction
00039	12 x 18 - Mylar	\$ 6.00	Plot	In-House Reproduction
00040	24 x 36 - Coated (Color)	\$ 2.00	Plot	In-House Reproduction
00041	Miscellaneous Size Plots - Mylar	\$ 1.75	Foot	In-House Reproduction
00042	30 x 42 - Coated (Color)	\$ 3.00	Plot	In-House Reproduction
00043	Miscellaneous Size Plots - Coated(C	\$ 0.35	Foot	In-House Reproduction
00044	15 x 21 - Coated (Color)	\$ 1.50	Plot	In-House Reproduction
00045	12 x 18 - Coated (Color)	\$ 1.00	Plot	In-House Reproduction
00055	8.5 x 11(Color)	\$ 0.24	Copy	In-House Reproduction
00056	8.5 x 14 (Color)	\$ 0.36	Copy	In-House Reproduction
00057	11 x 17 (Color)	\$ 0.48	Copy	In-House Reproduction
00002	Mileage	\$ 0.51	Mile	Other
00012	Delivery 0 to 5 Miles	\$ 5.00	Delivery	Other
00013	Delivery 6 to 10 Miles	\$ 7.00	Delivery	Other
00014	Delivery 11 to 35 Miles	\$ 11.00	Delivery	Other
00015	Delivery 35 or More Miles	\$ 0.40	Mile	Other
00022	Per Diem (Food)	\$ 85.00	Day	Other
00027	FDOT Monthly Postage & Telephon	\$ 50.00	Month	Other
00028	FDOT Monthly Overnight Mail	\$ 25.00	Month	Other
00029	Travel	\$ 35.00	Trip	Other
00030	Diskette	\$ 1.00	CD	Other

00031	FDOT Same Day Delivery	\$ 5.00	Delivery	Other
00047	Long Distance	\$ 0.04	Minute	Other
00048	FDOT Express Mail (Overnight) 1 lb	\$ 16.25	package	Other
00050	5 lb. Package Express Overnight	\$ 24.85	package	Other
00051	FDOT Breakfast	\$ 3.00	Meal	Other
00052	FDOT Lunch	\$ 6.00	Meal	Other
00053	FDOT Dinner	\$ 12.00	Meal	Other
00017	Standard CADD Hours	\$ 10.00	Hour	Other
00021	2000 FDOT CADD Rate	\$ 8.52	Hour	Other
00023	1999 FDOT CADD Rate	\$ 7.04	Hour	Other
00024	2001 FDOT CADD Rate	\$ 10.22	Hour	Other
00025	1996 FDOT CADD Rate	\$ 5.51	Hour	Other
00046	Rent - Chipley Office	\$ 150.00	Month	Other
00049	Per Diem (Lodging)	\$ 60.00	Night	Other
00054	2002 CADD Rate	\$ 9.58	Hour	Other



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 6, 2011

RECEIVED

BY: _____

Jerry Conway, Controller
AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822-2779

Dear Mr. Conway:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch	Facilities		
	<u>Office</u>	<u>Capital Cost</u>	<u>Overtime</u>	
Overhead Rate	191.93%	<u>of Money</u>	<u>Premium</u>	<u>Direct Expense</u>
		4.778%	Reimbursed	6.74%

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

CT Hsu & Associates, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
REIMBURSEMENT RATES**

375-030-51
PROCUREMENT
02/11
Page 1 of 2

Consultant Name: C.T. Hsu + Associates Federal ID Number: 59-245247
Contact Person: Donna Pascoe Phone Number: (407) 423-0098
Qualifying For: Minor Projects (Under \$250,000) E-Mail: Accounting@cthsu.com
Or: Work Group 20 or 22 ☒ ☐

Accounting Questionnaire

1. General:

What Fiscal Year is used by your firm?

11-12/31

Statements on cash or accrual basis?

accrual

Do you use a Published Fee Schedule for all clients? If so, please provide.

NO

2. Labor Costs (Time Sheets)

Yes or No
Response

Do all employees keep time sheets?

yes

Do time sheets indicate project and overhead accounts?

yes

Do employees sign time sheets?

yes

Are time sheets reviewed and signed by supervisors?

yes

Are payroll expenditures distributed to appropriate accounts based on time sheets?

yes

Is a payroll register prepared for every pay period?

yes

3. Work Logs (For work billed as cost per unit of work)

Do work logs identify the project?

N/A

Are work logs maintained for all projects?

N/A

4. Expenditures

Are all expenditures identified and recorded in the General Ledger as overhead or direct costs?

yes

Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement?

yes

Are costs associated with the fee schedule excluded from the indirect and the direct cost pools?

yes

5. Accounting for Costs and Expenses

Does the General Ledger separate direct cost from indirect (overhead)?

yes

Is a job cost ledger or cost report maintained for every project?

yes

Is the amount of premium overtime included in the direct or indirect expense rates?

NO

6. Estimating Costs for Price Proposals

Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system?

yes

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
 REIMBURSEMENT RATES**

375-030-51
 PROCUREMENT
 02/11
 Page 2 of 2

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

RATE SUMMARY FOR YEAR ENDING:

12/31/2010

Reimbursement rates are calculated by dividing total allowable costs by total direct labor costs. For these calculations, certain direct or indirect expenses, such as travel, mileage, interest, certain advertising costs, etc., must be limited or excluded in accordance with Florida Statute 112.061 or Federal Acquisition Regulations, sub Part 31.2. These regulations may be viewed on the Internet at www.arnet.gov/far/. If a field office is needed, a separate determination should be performed.

Description	Home Office	Field Office
Direct Labor Base	\$ <u>655,030.61</u>	\$ _____
Fringe Benefit Rate	<u>6.19</u> %	_____ %
General Overhead Rate	<u>144.23</u> %	_____ %
Combined Overhead Rate	<u>205.42</u> %	_____ %
Direct Expense Rate	<u>12.42</u> %	_____ %

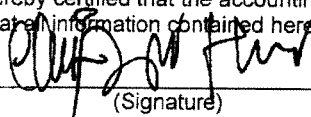
A listing of the fringe benefits and general overhead costs utilized in calculating the overhead rates shown above and a listing of the direct expenses utilized in calculating the direct expense rate shown above must be attached to this certification with any excluded items identified.

COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)- OPTIONAL

	Balance Start of FY	Balance End of FY
Net Capital Assets	\$ _____	\$ _____
Average Net Book Value (required)	\$ _____	_____
Average US Treasury Rate	_____ %	_____
Facilities capital Cost (Average x Rate)	\$ _____	_____
Direct Labor Base for Fiscal Year	\$ _____	_____
FCCM Rate (Cost/Direct Labor)	_____ %	_____

CERTIFICATION

It is hereby certified that the accounting system for this firm meets the minimum requirements set forth in Department Guidelines and that all information contained hereon, including attachments, is true and correct.


 (Signature)
C.T. Hsu
 (Name and Title)

9/20/2011
 (Date)
C.T. Hsu Associates, P.A.
 (Company Name)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 6, 2011

Donna Pascoe, Accounting Manager
C.T. HSU + ASSOCIATES, P.A.
820 Irma Avenue
Orlando, Florida 32803

Dear Ms. Pascoe:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 14 - Architect

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below \$250,000.00.

Your Notice of Qualification shall be valid for one year from the date of this letter. We will automatically notify your firm 45 to 60 days prior to your update deadline.

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr



Bobes Associates

3:38 PM

08/22/11

Bobes Associates Consulting Engineering Inc.
Payroll Summary
August 24, 2011

	Ray, Ralph S		TOTAL	
	Hours	Aug 24, 11	Hours	Aug 24, 11
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary		0.00	160.00	5,328.46
Hourly	56	1,615.60	200.00	4,319.60
Hourly Vacation	24	692.40	40.00	1,068.40
Total Gross Pay	80	2,308.00	400.00	10,716.46
Deductions from Gross Pay				
AFLAC		-89.91		-89.91
Health Insurance (pre-tax)		0.00		-319.92
Health Svgs Acct (pre-tax)		-10.00		-55.00
Total Deductions from Gross Pay		-99.91		-464.83
Adjusted Gross Pay	80	2,208.09	400.00	10,251.63
Taxes Withheld				
Federal Withholding		-383.00		-1,261.00
Medicare Employee		-32.02		-148.65
Social Security Employee		-92.74		-430.57
Total Taxes Withheld		-507.76		-1,840.22
Net Pay	80	1,700.33	400.00	8,411.41
Employer Taxes and Contributions				
Federal Unemployment		0.00		0.00
Medicare Company		32.02		148.65
Social Security Company		136.90		635.60
FL - Unemployment		0.00		0.00
Total Employer Taxes and Contributions		168.92		784.25

3:38 PM

08/22/11

Bobes Associates Consulting Engineering Inc.
Payroll Summary
August 24, 2011

	Bianco, Danielle		Bobes, Augusto E		Bouvier, Michael G		Costner, Walter M	
	Hours	Aug 24, 11	Hours	Aug 24, 11	Hours	Aug 24, 11	Hours	Aug 24, 11
Employee Wages, Taxes and Adjustments								
Gross Pay								
Salary		0.00	80	2,692.31		0.00	80	2,836.15
Hourly	80	1,200.00		0.00	64	1,504.00		0.00
Hourly Vacation		0.00		0.00	16	376.00		0.00
Total Gross Pay	80	1,200.00	80	2,692.31	80	1,880.00	80	2,836.15
Deductions from Gross Pay								
AFLAC		0.00		0.00		0.00		0.00
Health Insurance (pre-tax)		0.00		0.00		0.00		0.00
Health Svcs Acct (pre-tax)		-20.00		-25.00		0.00		-319.92
Total Deductions from Gross Pay		-20.00		-25.00		0.00		-319.92
Adjusted Gross Pay	80	1,180.00	80	2,667.31	80	1,880.00	80	2,316.23
Taxes Withheld								
Federal Withholding		-169.00		-258.00		-182.00		-269.00
Medicare Employee		-17.11		-38.67		-27.26		-33.59
Social Security Employee		-49.56		-112.03		-78.96		-97.28
Total Taxes Withheld		-235.67		-408.70		-288.22		-399.87
Net Pay	80	944.33	80	2,258.61	80	1,591.78	80	1,916.36
Employer Taxes and Contributions								
Federal Unemployment		0.00		0.00		0.00		0.00
Medicare Company		17.11		38.67		27.26		33.59
Social Security Company		73.16		165.37		116.56		143.81
FL - Unemployment		0.00		0.00		0.00		0.00
Total Employer Taxes and Contributions		90.27		204.04		143.82		177.20

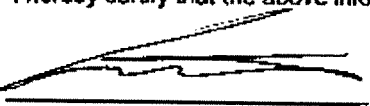
BOBES ASSOCIATES CONSULTING ENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

(Fiscal Year 2010)

(Less expenses for Advertising/Promotion, Bad Debts, Contributions, Entertainment, Interest)

<u>Description:</u>	<u>Costs</u>
Direct Labor	\$ 294,449.31
<u>Fringe Benefits:</u>	
Social Security	17,533.82
Medicare Tax	4,100.65
Unemployment Tax	366.28
Medical Insurance	47,441.56
Workers Comp. Insurance	1,168.55
Total Fringe Benefits:	<u>\$ 70,610.87</u>
<u>General Overhead</u>	
Automobile	6,278.80
Bank Charges	136.31
Building Repairs	7,815.82
Computer	9,654.08
Consultants	195,595.39
Courier	330.15
Depreciation	20,804.25
Education	377.69
Indirect Labor	80,881.57
Insurance-Professional Liability	15,901.00
Maintenance-Office Cleaning/Grounds	4,900.00
Membership Dues	193.54
Payroll Service	133.95
Postage	515.38
Printing/Copying	5,100.05
Professional Fees	8,115.06
Reimbursables	790.21
Rent	6,070.56
Supplies	8,563.11
Taxes	4,700.81
Travel	5,618.51
Utilities	14,262.37
Total General Overhead:	<u>\$ 396,736.61</u>
TOTAL FRINGE BENEFITS & GENERAL OVERHEAD	<u><u>\$ 467,347.48</u></u>
OVERHEAD RATE	158.72%

I hereby certify that the above information is true and correct


Augusto E. Bobes Jr., P.E.
President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
 REIMBURSEMENT RATES**

175-030-61
 PROCUREMENT
 02/11
 Page 1 of 2

Consultant Name:	Bobes Associates Consulting Engineers, Inc.	Federal ID Number:	59-2884913
Contact Person:	Augusto E. Bobes Jr., P.E.	Phone Number:	407-628-0882
Qualifying For:	Minor Projects (Under \$250,000) <input checked="" type="checkbox"/>	E-Mail:	gusjr@bobeseng.com
Or:	Work Group 20 or 22 <input type="checkbox"/>		

Accounting Questionnaire

1. General:

What Fiscal Year is used by your firm?	2010
Statements on cash or accrual basis?	Cash
Do you use a Published Fee Schedule for all clients? If so, please provide.	No

2. Labor Costs (Time Sheets)

Yes or No
Response

Do all employees keep time sheets?	Yes
Do time sheets indicate project and overhead accounts?	Yes
Do employees sign time sheets?	No- they are electronic
Are time sheets reviewed and signed by supervisors?	Reviewed - yes, Signed - no
Are payroll expenditures distributed to appropriate accounts based on time sheets?	Yes
Is a payroll register prepared for every pay period?	Yes

3. Work Logs (For work billed as cost per unit of work)

Do work logs identify the project?	N/A
Are work logs maintained for all projects?	N/A

4. Expenditures

Are all expenditures identified and recorded in the General Ledger as overhead or direct costs?	No
Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement?	N/A
Are costs associated with the fee schedule excluded from the indirect and the direct cost pools?	No

5. Accounting for Costs and Expenses

Does the General Ledger separate direct cost from indirect (overhead)?	No
Is a job cost ledger or cost report maintained for every project?	No
Is the amount of premium overtime included in the direct or indirect expense rates?	No

6. Estimating Costs for Price Proposals

Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system?	N/A
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND
 REIMBURSEMENT RATES**

375-000-51
 PROCUREMENT
 02/11
 Page 2 of 2

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

RATE SUMMARY FOR YEAR ENDING:

12/31/2010

Reimbursement rates are calculated by dividing total allowable costs by total direct labor costs. For these calculations, certain direct or indirect expenses, such as travel, mileage, interest, certain advertising costs, etc., must be limited or excluded in accordance with Florida Statute 112.061 or Federal Acquisition Regulations, sub Part 31.2. These regulations may be viewed on the Internet at www.ameLgov/fair/. If a field office is needed, a separate determination should be performed.

Description	Home Office	Field Office
Direct Labor Base	\$ 294,449	\$ N/A
Fringe Benefit Rate	24.0 %	N/A %
General Overhead Rate	134.7 %	N/A %
Combined Overhead Rate	158.7 %	N/A %
Direct Expense Rate	100.0 %	N/A %

A listing of the fringe benefits and general overhead costs utilized in calculating the overhead rates shown above and a listing of the direct expenses utilized in calculating the direct expense rate shown above must be attached to this certification with any excluded items identified.

COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)- OPTIONAL

	Balance Start of FY	Balance End of FY
Net Capital Assets	\$	\$
Average Net Book Value (required)	\$	
Average US Treasury Rate	%	
Facilities capital Cost (Average x Rate)	\$	
Direct Labor Base for Fiscal Year	\$	
FCCM Rate (Cost/Direct Labor)	%	

CERTIFICATION

It is hereby certified that the accounting system for this firm meets the minimum requirements set forth in Department Guidelines and that all information contained hereon, including attachments, is true and correct.


 (Signature)

Augusto E. Bobes Jr., P.E., President

(Name and Title)

7/20/11
 (Date)

Bobes Associates Consulting Engineers, Inc.

(Company Name)

Aspireon, Inc.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

January 25, 2011

Deborah Graeber, President
ASPIREON CONSULTING GROUP, INC.
821 Palmetto Terrace
Oviedo, Florida 32765

Dear Ms. Graeber:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.3 - Signalization

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below \$250,000.00.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

Aspireon Consulting Group, Inc.

821 Palmetto Terrace
Oviedo, FL 32765

Invoice

5/30/2011

29

Bill To

Metric Engineering
Dale Cody
615 Crescent Executive Court
Suite 524
Lake Mary, FL 32746

Item	Description	Hours	Rate	Amount
MET-004-01 Reimb Group	OOCEA QC for TMS	93	125.00	11,625.00
	Expenses		90.50	90.50
	Total Reimbursable Expenses			90.50

Total

USD 11,715.50

Billing Summary - Final Invoice

Contract Limit	Amount Invoiced to Date	Amount Paid to Date	Amount Previously Invoiced	Amount Invoiced this invoice	Remaining Balance
\$20,553.20	\$18840.50	\$7,125.00	\$7,125.00	\$11,715.50	\$1,712.70

821 Palmetto Terrace
Oviedo, FL 32765

Date	Invoice #
5/21/2011	28

Metric Engineering
Dale Cody
615 Crescent Executive Court
Suite 524
Lake Mary, FL 32746

[illegible]

Aspireon Consulting Group, Inc.

821 Palmetto Terrace
Oviedo, FL 32765

Invoice

Date	Invoice #
1/11/2011	19

Bill To
Tuten Planning Dawn Tuten PO Box 679010 Orlando, FL 32867

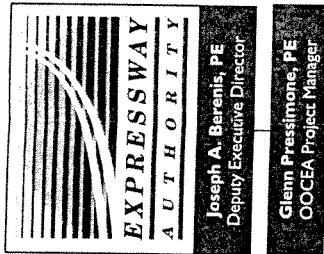
PAID

Item	Description	Hours	Rate	Amount
TUT-001-07	Additional Synchro Sheets for Orange Ave.	3	125.00	375.00
Phone #		Total		USD 375.00
407.967.5639				

EXHIBIT “D”

WBQ TEAM ORGANIZATIONAL CHART

WBQ Design & Engineering, Inc. SSBE & MBE – Project Management, Roadway, Traffic Control Plans (MOT), Utility Design and Coordination, Drainage, Permitting, Signing & Pavement Markings
 Aspireon, Inc. SSBE & WBE – Traffic Engineering Studies, Traffic Signal Timing and Signalization
 Geodata Consultants, Inc. SSBE & MBE – Surveying and Mapping
 Nadic Engineering Services, Inc. (NES) SSBE & MBE – Geotechnical
 AVCON, Inc. MBE – Miscellaneous Structures and Minor Bridge Design
 C.T. Hsu & Associates, Inc. MBE – Toll Plaza Architecture
 Bobes Associates MBE – Mechanical, Electrical, and Plumbing
 DRMP, Inc. – ITS Analysis/Design, Lighting and Survey, Toll Plaza Structures
 Atkins – Landscape Architecture and Environmental Services



Miscellaneous Design Consultant Services

Project No. 000817 (SSBE)

